

Natchitoches City Council will have a pre-council meeting beginning at 5:00 p.m. and ending at 5:30 p.m. to discuss non-agenda items. The City Council meeting will begin promptly at 5:30 p.m. on the second and fourth Monday of each month and will be reserved to only items on the Agenda. The public is invited to both the pre-council meetings and council meetings with the understanding that items not on the agenda will not be discussed at the scheduled council meetings, but the public is welcome to discuss any topic at the pre-council meetings.

**NATCHITOCHES CITY COUNCIL MEETING  
MAY 13, 2013  
5:30 P.M.**

**A G E N D A**

1. **CALL TO ORDER**
2. **INVOCATION**
3. **PLEDGE OF ALLEGIANCE**
4. **READING AND APPROVAL OF THE MINUTES OF APRIL 22, 2013**
5. **SPECIAL RECOGNITION:** Mrs. Syll-Young Lee Olson, Conductor, And The Natchitoches Central High School Orchestra For Their Outstanding Performance At Carnegie Hall (Certificate presented by Gwen Hardison)  
**Sylvia Morrow**
6. **ORDINANCES – FINAL:**
  - #018 Morrow** Ordinance Amending The 2012 – 2013 Budget To Reflect Additional Revenues And Expenditures
  - **PUBLIC HEARING - REQUEST FOR PUBLIC COMMENTS ON ORDINANCE NO. 019 OF 2013**
  - #019 Nielsen** Ordinance Creating The Position Of Chief Of Staff, Setting Duties, And further Amending The Personnel Policies Manual To Make The Necessary Changes To The Organizational Chart Of The City Of Natchitoches, Providing For Advertising, Further Providing For Severability, And Further Providing For A Repealer And Effective Date Of Ordinance
7. **PLANNING & ZONING - INTRODUCTION:**
  - #023 Morrow** Ordinance Amending Ordinance No. 64 Of 2001 By Changing Zoning Classification Of Property Described As Follows:  
5.20 AC – Being Tract “1” In Section 46, Township 9 North Range 7 West, Lying On The South Side Of Dean Street And Being Part Of July Spring Tract, As Shown On A Plat In Conveyance Book 507, Page 558 B-1 Commercial To B-3 Commercial  
(Lot On Dean Street)
8. **ORDINANCES - INTRODUCTION:**
  - #020 Stamey** Ordinance Authorizing The Mayor Of The City Of Natchitoches, Louisiana, To Enter Into A Cooperative Endeavor Agreement With The Natchitoches Historic Foundation, Inc., Whereby The City Of Natchitoches Will Make Available Reclaimed Bricks For Use In Projects In The City Of Natchitoches In Exchange For an

Easement For Parking At the Downtown Fire Station, Providing For Severability, And Further Providing For A Repealer And Effective Date Of Ordinance

**#021 Mims** **TABLED:** Ordinance Authorizing The Mayor Of the City Of Natchitoches, Louisiana, To Enter Into An Agreement With Michael And Judith Hinds For The Excavation And Removal Of Dirt Fill From Property Located On Laird Fletcher Road For Use At The Proposed City Of Natchitoches Police Shooting Range, Providing For Advertising, Further Providing For Severability, And Further Providing For A Repealer And Effective Date Of Ordinance

**#022 Payne** Ordinance Authorizing The Mayor Of The City Of Natchitoches, Louisiana, To Enter Into A Cooperative Endeavor Agreement With The Corrections Corporation Of America Whereby The City Of Natchitoches And The Corrections Corporation Of America Will Cooperate And Participate In A Program Wherein The Corrections Corporation Of America Will Provide Labor To Produce Hanging Baskets And Other Floral Displays For The City Of Natchitoches And The City Of Natchitoches Will Reimburse Start Up Costs, Provide Plants And Provide Instruction To Inmates

**#024 Nielsen** Ordinance To Provide For The Newly Created Position Of Chief Of Staff In The Code Of Ordinances Of The City Of Natchitoches, To Adopt Article VI Of Chapter 2 Of The Code Of Ordinances, Specifically The Adoption Of Sections 2-72 Through 2-76, And To Confirm The Appointment Of The Chief Of Staff By The Mayor, Providing For Advertising, Further Providing For Severability, And Further Providing For A Repealer And Effective Date Of Ordinance

9. **RESOLUTIONS:**

**#022 Mims** Resolution Approving Work Order Addendum No. Four To Open General Services Agreement No. One, Between Airport Development Group, Inc. And The City Of Natchitoches To Remove Obstruction From On And Around the Natchitoches Regional Airport And Install Low Growing Trees To Replace Removed Obstructions And Authorizing the Mayor Of The City Of Natchitoches, Lee Posey, To Execute Said Work Order Addendum No. Four (**STATE PROJECT NO. H.010611**)

**#023 Payne** Resolution Authorizing The Mayor To Advertise For Bids For Christmas Lighting Supplies (**Bid No. 0538**)

**#024 Stamey** Resolution Giving Preliminary Approval To the Issuance Of Not To Exceed One Million Eight Hundred Thousand Dollard (\$1,800,000) Of Utilities Revenue Refunding Bonds OF The City Of Natchitoches, State Of Louisiana; Providing Certain Terms Of Said Bonds; Making Application To The State Bond Commission For Approval Of Said Bonds; And Providing For Other Matters In Connection Therewith

10. **ANNOUNCEMENTS:**

- The offices of the City of Natchitoches will be **closed** on Monday, May 27, 2013 for the Memorial Day holiday.
- The City Council Meeting scheduled on Monday, May 27, 2013 will be **changed** to Tuesday, May 28, 2013 due to the Memorial Day holiday

11. **ADJOURNMENT:**

**NOTICE TO THE PUBLIC**

In accordance with the Americans with Disabilities Act, if you need special assistance, please contact the City Clerk's Office at (318) 352-2772 describing the assistance that is necessary.

If you wish to address the Council, please complete the "Request to Address City Council" form located on the entrance table.

**PROCEEDINGS OF THE CITY COUNCIL  
OF THE CITY OF NATCHITOCHES, STATE OF LOUISIANA,  
REGULAR MEETING HELD ON  
MONDAY, MARCH 25, 2013 AT 5:30 P.M.**

The City Council of the City of Natchitoches met in legal and regular session at the Natchitoches Arts Center, 716 Second Street, Natchitoches, Louisiana on Monday, March 25, 2013 at 5:30 p.m.

There were present:

Mayor Lee Posey  
Councilman At Large Don Mims, Jr.  
Councilmen David Stamey, Dale Nielsen,  
Councilman Larry Payne  
Councilwoman Sylvia Morrow

Guests: Syll-Young Lee Olson, NCHS Orchestra  
Director

Absent: None

Mayor Lee Posey called the meeting to order and welcomed everyone for coming. Michael Braxton was asked to lead the invocation and Larry Payne was asked to lead the pledge of allegiance.

Mayor Posey then called for the reading and approval of the minutes for the March 11, 2013 meeting. Mr. Mims moved that we dispense with the reading of the minutes and approval of same. Seconded by Mr. Payne. The roll call vote was as follows:

<b>Ayes:</b>	<b>Payne, Nielsen, Mims, Stamey, Morrow</b>
<b>Nays:</b>	<b>None</b>
<b>Absent:</b>	<b>None</b>

Ms. Morrow then introduced Ms. Gwen Hardison from the Natchitoches Parish School Board for a special recognition presentation to the NCHS Orchestra Conductor, Mrs. Syll-Young Olson. Ms. Hardison thanked the Mayor and the Council for having the Natchitoches Parish School District represented here with the orchestra along with Mrs. Olson as their director. Mrs. Olson recently had the opportunity to travel with her students and perform at Carnegie Hall in New York City, New York. Ms. Hardison along with several parents were able to travel with the group as well. She stated without the community involved this would have not have been possible.

Mrs. Syll-Olson expressed her sincere thanks and appreciation to be recognized at the meeting along with her students. She has always used her talents to help her students excel and performing at Carnegie Hall was another way to achieve that. She stated Natchitoches students have a talent and she appreciates the support from the community especially under the circumstances of the economy. She was able to take 37 parents and 46 students on the trip along with herself and Mr. Lacour and this was an experience they will never forget. She then stated the students will be performing for Senator Mary Landrieu at the CASA Awareness Social on May 19<sup>th</sup>

Ms. Morrow then stated she was contacted by Ms. Gilen Norwood, a parent of an orchestra student, about recognizing Mrs. Olson at tonight's meeting. She asked Mrs. Olson to come forward and thanked her for bringing along her students and Ms. Hardison for this presentation. She stated on behalf of the Mayor and City Council we are proud of the students, Mrs. Olson, Ms. Norwood, Ms. Hardison, and Mr. Lacour for going on this trip. She also recognized the parents and their dedication to this program.

Mayor Posey then presented Mrs. Olson with a certificate on behalf of the City for an outstanding performance at Carnegie Hall in New York, New York. The Mayor stated if you have not heard the NCHS Orchestra perform you should definitely come to the CASA Awareness Social on May 19<sup>th</sup> to hear them perform. I appreciate the hard work of the students and the dedication and sacrifices of each of the parents.

The following Ordinance was Introduced by Ms. Morrow and Seconded by Mr. Payne as follows, to-wit:

**ORDINANCE NO. 018 OF 2013**

**AN ORDINANCE AMENDING THE 2012-2013 BUDGET TO REFLECT ADDITIONAL REVENUES AND EXPENDITURES**

**WHEREAS**, Louisiana Statute (R.S. 39: 1310 – 1311) requires that the City amend its operating budgets when fund balance is being budgeted, and there is a 5% unfavorable variance in revenues or expenditures.

**NOW, THEREFORE BE IT RESOLVED**, that the budget be amended to reflect these additional revenues and expenditures as follows:

	2012-2013 Original Budget	2012-2013 Amended Budget	Increase Decrease
<u>Fund 002 - Utility Fund</u>			
002-6600-660-45-71: Interfund Transfer/To Capital Projects	-	800,000	800,000
<u>Fund 011: Hazard Tax</u>			
011-0000-591-45-14: Transfers/Grants Match	50,000	86,000	36,000
<u>Fund 012 - Sales Tax/Police</u>			
012-0000-414-00-00: Sales Tax	1,910,000	1,850,000	(60,000)
<u>Fund 024 - STOP Grant</u>			
024-0000-432-09-00: State Grant	5,000	15,000	10,000
024-0000-591-10-50: Overtime	5,000	15,000	10,000
<u>Fund 026 - LAC/Traffic Enforcement Program</u>			
026-0000-446-10-00: Traffic Tickets	16,000	40,000	24,000
026-0000-591-10-50: Overtime	-	10,000	10,000
026-0000-591-35-55: District Attorney/City Court	8,000	20,000	12,000
<u>Fund 027 - Prisoner Bond Release</u>			
027-0000-446-02-00: Bond Fee	14,000	18,000	4,000
027-0000-591-40-02: Travel/Per Diem/Hotel	7,000	14,000	7,000
<u>Fund 051 - Downtown Riverbank Wall</u>			
051-0000-431-06-01: Cane River Waterway Commission	40,000	-	(40,000)

Fund 053 - 911 Grant/Police

053-0000-591-20-17: Computer Software Maintenance	-	12,000	12,000
053-0000-591-26-01: Repairs & Maintenance/Vehicles	-	20,000	20,000
053-0000-591-26-03: Repairs & Maintenance/Bldgs & Grounds	-	8,000	8,000
053-0000-591-30-13: Materials & Supplies/Bldgs & Grounds	-	1,000	1,000
053-0000-591-30-15: Materials & Supplies/Vehicles	-	5,000	5,000
053-0000-591-30-25: Materials & Supplies/Mach & Equip	-	2,000	2,000

Fund 054 - Cane River Green Market

054-0000-431-09-00: Local Grant	-	5,000	5,000
054-0000-591-35-16: Promo/Improvements	4,500	10,000	5,500

Fund 058 - 911 Grant - Fire

058-0000-591-35-41: Operating Services/Training - Testing	-	3,375	3,375
058-0000-591-90-02: Capital Assets/Machinery & Equipment	-	10,000	10,000

Fund 061 - Airport Operations

061-0000-432-04-00: State Grant	7,500	13,000	5,500
061-0000-491-71-00: Transfer In (From Capital Projects)	-	20,000	20,000
061-0000-591-30-25: Machinery & Equip (Non-asset)	1,000	4,000	4,000
061-0000-591-31-02: Jet - A Fuel	200,000	225,000	25,000
061-0000-591-90-02: Machinery & Equipment	-	10,000	10,000
061-0000-591-90-03: Vehicle	-	24,000	24,000

Fund 062 - Animal Shelter

062-0000-591-90-02: Capital Assets/Machinery & Equip.	-	14,000	14,000
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Fund 068 - HDDC Projects

068-0000-432-00-00: State Grant	-	18,500	18,500
068-0000-591-20-13: Construction	-	10,000	10,000
068-0000-591-26-03: Repairs/Buildings & Grounds	-	4,000	4,000
068-0000-591-30-13: Materials/Buildings & Grounds	-	4,500	4,500

Fund 071 - Capital Projects

071-0000-491-02-00: Interfund Transfer/From Utility Fund	-	800,000	800,000
071-0000-591-90-51: Improvements/Buildings & Grounds	50,000	850,000	800,000

Fund 074 - Sales Tax Fund

074-0000-414-00-00: Sales Taxes	3,752,500	3,639,925	(112,575)
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Fund 087 - Miss Merry Christmas

087-0000-591-35-16: Promo/Improvement	4,000	6,000	2,000
087-0000-591-35-61: Rentals/Building/Land/Facilities	-	1,500	1,500

Fund 091 - Economic Development Districts

091-0000-410-01-00: Taxes/Hotel Occupancy	200,000	170,000	(30,000)
091-0000-591-90-51: Improvements/Buildings & Grounds	75,000	120,000	45,000

Fund 125 - Breda Town Park

125-0000-432-09-00: State Grant	49,000	-	(49,000)
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Fund 131 - State Office of Cultural Development

131-0000-431-09-00: Local Grant	-	15,000	15,000
131-0000-591-35-16: Promo/Improvement	-	15,000	15,000

Fund 135 - Texas & Pacific Railway Depot

135-0000-432-09-00: State Grant	98,000	-	(98,000)
135-0000-591-20-03: Engineering Services	98,000	-	(98,000)

Fund 136 - East Natchitoches Bypass Project

136-0000-432-09-00: State Grant	345,000	-	(345,000)
136-0000-591-20-03: Engineering Services	345,000	-	(345,000)

Fund 137 - Local Government Assistance Program

137-0000-432-00-00: State Grant	-	35,000	35,000
137-0000-591-90-02: Machinery & Equipment	-	35,000	35,000

Fund 138 - South Natchitoches Drainage Improvements

138-0000-432-09-00: State Grant	49,000	-	(49,000)
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138-0000-591-20-03: Engineering Servicesq	49,000	-	(49,000)
<u>Fund 140 - Airport Maintenance Projects</u>			
140-0000-433-03-00: Federal grant	850,000	-	(850,000)
140-0000-432-04-00: State grant	10,000	300,000	290,000
140-0000-591-20-13: Construction	671,984	300,000	(371,984)
<u>Fund 204 - Assistance FF Grant/Vehicle</u>			
204-0000-433-09-00: Federal grant	-	870,772	870,772
204-0000-491-11-00: Transfer/Hazard Tax	-	45,831	45,831
204-0000-591-90-03: Capital Asset/Vehicle	-	916,603	916,603
<u>Fund 205 - Assistance FF Grant/Communication</u>			
205-0000-433-09-00: Federal grant	-	782,953	782,953
205-0000-491-11-00: Transfer/Hazard Tax	-	70,263	70,263
205-0000-591-30-36: Materials & Supplies/Radio equipment	-	853,216	853,216
<u>Fund 206 - Knock-Knock Grant</u>			
206-0000-491-12-00: Transfer/Sales Tax - Police	-	3,399	3,399
206-0000-591-10-50: Overtime	10,000	13,399	3,399

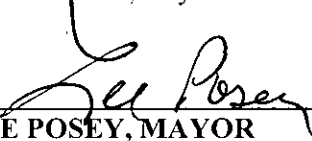
**THIS ORDINANCE** was introduced on April 22, 2013 and published in the *Natchitoches Times* on April 27, 2013.

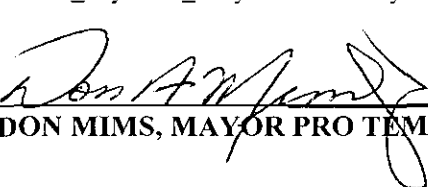
The above Ordinance having been duly advertised in accordance with law and public hearing had on same, was

put to a vote by the Mayor and the vote was recorded as follows:

<b>AYES:</b>	<b>Stamey, Morrow, Payne, Nielsen, Mims</b>
<b>NAYS:</b>	<b>None</b>
<b>ABSENT:</b>	<b>None</b>
<b>ABSTAIN:</b>	<b>None</b>

**THEREUPON**, Mayor Lee Posey declared the Ordinance passed by a vote of 5 Ayes to 0 Nays this 13th day of May, 2013.

  
LEE POSEY, MAYOR

  
DON MIMS, MAYOR PRO TEMPORE

Delivered to the Mayor on the 14<sup>th</sup> day of May, 2013 at 10:00 A.M.

Mr. Larry Payne asked in reference to Ordinance 18 of 2013 under Fund 125 – Breda Town Park why there was a decrease of \$49,000? Shawna Straub, Assistant Finance Director, stated this is a project from Facility Planning and the project will not be done this fiscal year May 31<sup>st</sup>. She stated she had to remove the revenue and expense, but it is still there and still a viable project. Mr. Payne then asked if this was in reference to the basketball courts? Mr. Randy LaCaze, Director of Community Development, stated after communicating with Facility Planning we have most of the pricing now to work on this project. He stated the money will be there and the funds are still there so we should be able to start that project within the next few weeks. Mr. Payne then asked what the time frame for this project is? Mr. LaCaze stated these funds are already represented in a fully executed Cooperative Endeavor Agreement and therefore nothing is pending before the legislature. These monies are available to be spent at this time.

Ms. Morrow then asked in reference to the Texas & Pacific Railway Depot is that project still on hold as well? Mr. LaCaze stated yes and once again there are funds represented by a Cooperative Endeavor Agreement and the issue was that Facility Planning would not necessarily sign off or move forward with the planning until we had a game plan as to what the building would be used for, the operational funds/budgets in place, as well as a number of issues that did not allow us to move forward at that point and time. Those funds are in fact still available at this time. Ms. Morrow stated there was a short meeting held at the Arts Center in which the funding and priorities were discussed. The Mayor stated at that same meeting it is his understanding there is close to \$50,000 that Cynthia Sutton and the Cane River National Heritage Area is leveraging approximately \$100,000 to rehab the building such as painting, getting the doors fixed, and cleaning up around the area. The goal is to use the money for the most priority basis as far as they can take it. They have to pay \$100,000 out of their budget to get the \$50,000 we just mentioned. Ms. Morrow stated Ms. Sutton said the panels, portions of the roof, and the exterior of the building would be looked at as well.

**The Public Hearing was called to order to consider Ordinance 19 of 2013. This ordinance was read by Councilman Dale Nielsen prior to public comments.**

**Public Comments:**

Mayor Posey stated there have been a lot of comments about this both pros and cons. He stated he is not trying to sneak anything through. In reference to one comment made last time about this position, he does not think at this time we can afford to have this position in the capacity of full-time. He stated I would like to see if it works like we need it to for our community as it has in other communities. It was mentioned at the previous meeting there would not be an added salary, but I did not think that was fair to the individual. Therefore, I want to be up front and honest and let everyone know there will be a 7% increase in salary for this position. There are still three other positions in the City that have a higher salary than this position. I feel this is something that will help move several projects along. There are projects in every district in the City on hold that with this position in place will speed up the process. At the end of the year, if people say this is not working we will look into it again and I make that commitment to you. He then stated, I am asking you to trust me on this that we can move some things along in this community that seem to be on hold. I see this being a worthwhile move in the City of Natchitoches as we have a very busy community and need help moving some of these projects forward. I have tried every way possible to present it as open as possible and by following the Home Rule Charter.

Councilwoman Sylvia Morrow then stated the Home Rule Charter was established by law under the authority of Article 4 Section 5 of the Louisiana Constitution. This charter was adopted for the City of Natchitoches, therefore this is the guide we use to govern the City of Natchitoches. When it comes to Administrative Reorganization there are three steps according to the Home Rule Charter (pg. 18) that should be followed. She stated the Mayor did not follow the proper procedures when we started the reorganization to create the position Chief of Staff. She stated the Mayor first went to his staff about this position and secondly there was an article in the paper about the City Council creating this position, which was not proper procedure. Ms. Morrow then read from the Home Rule Charter stating the first step states the Mayor is to propose a change by coming to the Council to create a change. The second step states at the meeting at which the reorganization plan is submitted the Council shall order the public hearing to be held within 30 days. The council shall cause to be published in the official journal at least 10 days prior to the date of such a hearing, the time and place thereof, a general summary of the reorganization plan and the times and places where copies of the proposed reorganization plan are available for public inspection. She stated she asked when and where the Public Hearing would be held, and the Council never selected a place for this meeting. If you are going to have a Public Hearing you need to get the proper material out to the people for their inspection. The public has not been given the opportunity to be involved because the Council at the last meeting on April 22<sup>nd</sup> never gave the place, time, or date of the Public Hearing. She feels this is what is wrong down here is we are not following the book. She then stated, Step 3 of the Charter was never accomplished stating 60 days following the date of the public hearing either approve or disapprove, but not amend, the proposed reorganization plan. She stated, tonight they are calling this a Public Hearing, but this is just a regular council meeting. She stopped by City Hall today where she saw a notice that was posted on May 10, 2013 for a Public Hearing tonight and feels a couple of days notice is not going to work. It seems as though the Council failed to follow the steps for calling a Public Hearing to involve the people. Another concern she had is the Mayor is not going to advertise this position. This new position as outlined in the Personnel Policy for the City of Natchitoches states jobs are to be advertised and placed on bulletin boards for 14 days which never happened. This process would have allowed citizens from across the community to apply and show no discrimination. The manual states the City of Natchitoches is a non-discriminatory agency, but if you do not advertise she feels you are discriminating. According to the reorganizational chart given

tonight, the Chief of Staff and Department Head are two separate positions and you cannot have one person hold two positions. If we advertise this job and the person the Mayor wants to have the job gets it then I have no problem, but let the other position go to someone else.

Mayor Posey then stated the reason we started years ago doing public hearings this way is when we had a public hearing outside the City Council Meeting no one would ever show up. We felt we would have more participation by addressing and announcing them at a City Council Meeting and more people would be included. We found out we can legally conduct one at the City Council meetings so that is what we chose to do.

Mr. Edwin Creighton stated if this is in fact a Public Hearing, after hearing Ms. Morrow read the manual the Public Hearing should be advertised to the public. He asked was this advertised to the public as a Public Hearing?

Mrs. Stacy McQueary, City Clerk, stated the Public Hearing was in fact advertised in the paper 10 days prior to the meeting by the title of the Ordinance.

Mayor Posey then stated, in reference to what Ms. Morrow stated previously about the article in the Natchitoches Times, we always submit in advance the agenda for the meeting to the Natchitoches Times and online based. This allows the citizens to know what is coming up for the next meeting. This ordinance was introduced at the last meeting and then laid over to this week.

Mr. Creighton then asked for clarification on when the ordinance stated "providing for advertising and further providing for severability" did that mean the position would be advertised or that the ordinance was advertised?

Dale Nielsen stated no, it means the ordinance has been advertised.

Mr. Creighton then stated it sounds like the Mayor needs some help and the reason this position is being created. You have done some good things like the streets being improved. It sounds like you already have hired or have someone in mind for this position. Is that in fact the case?

Mayor Posey stated he does have someone in mind, but they have not been hired for this position.

Mr. Creighton stated, even though it is a paid position, that is not the problem. Ms. Morrow makes a good point. Will the public have the opportunity to compete for the position? If you have someone in mind, where is the competition or will there be a chance for the public to apply?

Mayor Posey stated no, because we are not creating a new position for a full time person because we cannot afford it. We had to make cuts across the board in several areas this year, so I cannot see adding on another salary. In other communities smaller than ours that have this as a full time position they are paying that person equal to what we are paying and we will be asking our person to do more work. I made this choice and I mentioned it to the Department Heads because they do a majority of the work for the City. I like to communicate with them and let them know what is going on because that is who they would be working with.

Ms. Morrow stated the person has been named and it is spelled out in Ordinance 24, but what I have a critical problem with is the Mayor said in front of all of these people that no money would be involved. Mayor Posey stated he did not say that and can go back and show you he did not say that. Ms. Morrow stated a person has been named and he will have two positions.

She feels business has not been handled properly down here and it doesn't matter what the Mayor may want, we are to follow the Charter. She once again stated, the Council of the City of Natchitoches did not order a Public Hearing, and it is time to start doing stuff right.

Mr. Creighton then stated if Edd Lee, Purchasing Director, is chosen as Chief of Staff that is quite a big job in addition to his current job. Two positions for one person would be a lot for anyone. I am questioning the wisdom of giving two big positions to one individual. It just doesn't seem like two key positions in the City should go to the same person. He stated to the Mayor he is sorry, but he does not think this is a wise decision.

Mayor Posey stated he appreciates Mr. Creighton's input, but he does think it is frugal and wise for the shape the city is in. He stated, this person is willing to do it so why not give them the opportunity. Why would you hire someone for another full time position we cannot afford?

Mr. Creighton stated it seems like the Mayor has the power to just appoint someone and give them two positions. I do not know if it states in the manual or not if one person can hold two positions. If this is legal then that is good and I would like to hear about the legality of it.

Mr. Tommy Murchison, City Attorney, stated what everyone is dancing around is something called a dual office holding. It is illegal for someone to hold two full time positions whether it is appointed or elected. You cannot hold two full time positions, but if one is full time and one is part time that is legal. In this case, Edd Lee's position as Department Head is considered full time and the Chief of Staff position would be considered part time. Therefore this is legal and not a violation of the law.

Ms. Morrow addressed Mr. Murchison, when looking at the reorganizational chart you see the Purchasing Agent and Human Resources Agent which includes being over the Airport and City Garage, then the duties of the new Chief of Staff position are spelled out in Ordinance 24. She feels Mr. Lee is already very busy as the Purchasing Agent and once he takes on this position his hands will be more than full. She then stated, when this job is not advertised then we do not need a policy manual. If the Mayor chooses to handle business this way, we do not even need this book if we are not going to follow it. If we do not advertise the job we are not exhibiting equal opportunity. We have all of these people here working for the City of Natchitoches, college graduates, people in the community, friends and when these jobs come up they want to apply. She feels, we need to rethink this as a Council and go back and revisit this decision by calling a Public Hearing and putting those documents where the people can see them and attend.

Mr. Tommy Murchison then responded to the comment made, "that the Mayor is the one appointing this position". This position is not appointed by the Mayor, but confirmed by the City Council. All appointed positions are confirmed by the Council by each member voting.

Mrs. Shirley Small-Rougeau stated she is both confused and dumbfound in a sense when she has been here for 10 years and have had Public Hearings prior to the council meetings in which people did attend. She stated, Randy LaCaze can witness this as he has had several public hearings where there has been great response before the meetings. Mr. LaCaze stated this information is correct, but they did not involve the Council Members. She then stated the Chief of Staff position is quite a responsibility and really has a lot to do. She feels Mr. Don Mims might be able to help the Mayor with his presence in the community and administrative duties such as when he was a principal. I do think that we need to move our city along, need to stop criticizing our city, and work together.

She stated, this is not possible if the perception is we just give the jobs to people we want to give them to. I have seen many jobs in the city go down in 10 years that were never advertised which gives a bad perception.

Ms. Morrow then stated the Mayor is shedding the other employees at the Department Head table out. We have some good people working for us here at the City of Natchitoches that are qualified by university training, by skills, and by experiences. I have never seen a Mayor select a person before the reorganizational plan is completed. I just think we need to give these other people an opportunity and across this city to apply for this position.

Mr. Creighton stated there are people that could have been considered. I think that with one person serving in two positions one of those positions will suffer. Perception is important and sometimes perception creates problems. You have to be careful that you are not perceived as a person that rules by man as opposed to rules by democracy.

Mr. Dale Nielsen stated he hates the perception is that we are trying to do something wrong. There is nothing wrong with trying to make a decision to grow the City and come out at it from a fiscally sound aspect. We are taking someone who is perfectly capable of running a department and enhancing the duties. The intent long term is to have an independent Chief of Staff and a separate Purchasing Director. Right now the City's finances will not allow a job position of that monetary compensation. If you would ask me today to vote for a totally separate position to include a department head type salary I would have to vote no because the City cannot afford that. Councilman Payne probably stated it best because he has gone through this process before. Eventually, yes it will be a separate position, but let's first try to grow it. Again it's not about denying someone the opportunity at applying for a job, but when the amount of money does not substantiate a position you have to find a creative way to do it. I think the Mayor has come up with a cost effective way to bring a position in, to grow the City and eventually get those jobs for other people to apply for. He stated, there is nothing wrong with trying to run the City from a fiscally sound standpoint.

Ms. Morrow directed a question to Mr. Nielsen asking do you believe we need to follow the City Charter for the City of Natchitoches?

Mr. Nielsen responded by stating I am referring to my attorney that we have followed it.

Mrs. Shirley Small-Rougeau stated we are talking about procedure here. Everyone here knows the fiscal situation of our City. I am not questioning the Mayor's decision to give this position, it is the procedural matter in which it happened that I am questioning. You are not addressing it, but rather are addressing the fiscal matters. She then stated, procedurally we need to know as citizens and taxpayers.

Mrs. Betty Payne then stated, she was at the last meeting and does not recall the Mayor saying it was zero pay. I do recall Mr. Dale Nielsen and Mr. Don Mims stating that it would be zero cost. She stated, it has been mentioned it is the perception of it. At that particular time we all knew that a person would not do an extra job for free. The problem I have is Mayor Posey did not speak up at that time and say there was the possibility that this job would require an increase. I am just asking you to be transparent and say what you mean and mean what you say.

Mr. Nielsen apologized for his statement because at the time he understood it did not include compensation.

Mr. Pat Jones, Finance Director, then stated at the end of the meeting he clarified that financially it was for our savings, but there would be a small adjustment.

He stated he clarified this as far as the budgetary when the question came up about hiring a new person and we just cut all the departments by 10% to balance the budget.

Ms. Morrow stated she asked if there would be any pay in the job and the response came down that there would not be an increase in salary. Also, there is a difference between the Mayor's position and Mr. Payne's position so the two should not be compared. Mayor Posey might need a City Manager to take the load off of him.

Mrs. Payne stated once again there is no doubt that the Mayor probably needs some help, it is the transparency of it. You already know in your mind what you have planned so when you put it to the public be transparent and say what is on your mind. Mr. Lee could get the job, but the job should be posted even if it is part time. All the public is saying is that everyone should have the opportunity to apply for these jobs.

Mr. David Stamey asked how much this position is paid in other cities you have talked to? Pat Jones stated \$73,000 was Pineville and Zachary was high 60K or low 70K. Mr. Stamey stated so we have people proposing we could hire someone for \$5000 to do a Chief of Staff job or hire someone with experience and on the job training and supplement their salary for about the same amount of money. He then stated I just don't have a problem with this when the Mayor has been upfront and honest. I just cannot see advertising a \$5000 a year job.

Mr. Jones also stated we do not advertise part time jobs, only full time jobs in the 13 years I have been here. We have part time workers in recreation, grounds keeping, and at the Utility Annex and I have never seen those jobs advertised.

Mr. Creighton stated this is not a labor position or a regular part time job, but this is a special job, Chief of Staff. It doesn't matter how much money is involved, but that there is access to the position. To say you don't advertise because you don't advertise other part time positions is a false notion. The intention might have been to be transparent, but you have not been transparent. He then stated I can tell in this case this is already a done deal, but think about in the future about what you are doing.

The Public Hearing was adjourned by the Mayor.

The following Ordinance was Introduced by Mr. Nielsen and Seconded by Mr. Stamey as follows, to-wit:

**ORDINANCE NO. 019 OF 2013**

**AN ORDINANCE CREATING THE POSITION OF CHIEF OF STAFF, SETTING DUTIES, AND FURTHER AMENDING THE PERSONNEL POLICIES MANUAL TO MAKE THE NECESSARY CHANGES TO THE ORGANIZATIONAL CHART OF THE CITY OF NATCHITOCHES, PROVIDING FOR ADVERTISING, FURTHER PROVIDING FOR SEVERABILITY, AND FURTHER PROVIDING FOR A REPEALER AND EFFECTIVE DATE OF ORDINANCE.**

**WHEREAS**, the City of Natchitoches (sometimes hereinafter "City") is permitted and authorized under the authority of Section 4.09 of the Charter of the City of Natchitoches, Louisiana to create City Departments and reallocate the functions, powers, duties and responsibilities of Departments; and

**WHEREAS**, a proposal has been made to create a position which will be known as "Chief of Staff", which person shall be responsible for assisting the Mayor of the City of Natchitoches to meet his responsibilities and duties; and

**WHEREAS**, the City Council of the City of Natchitoches desires to set the duties, powers and responsibilities of the "Chief of Staff", and

**WHEREAS**, the addition of a "Chief of Staff" will further require that the Personnel Policies Manual be amended to provide for an altered organizational chart; and

**WHEREAS**, the City Council of the City of Natchitoches has reviewed the proposed amended organizational chart and does approve of same and desires to amend to the Personnel Policies Manual to specifically add the position entitled "Chief of Staff"; and

**NOW THEREFORE, BE IT ORDAINED**, by the City Council of the City of Natchitoches, in legal session convened, that the position of "Chief of Staff" is created and that the person holding the position of Chief of Staff shall:

- (a) Direct department heads as instructed by the Mayor;
- (b) Exercise such administrative responsibilities with respect to the fire chief and the chief of police as the mayor may designate;
- (c) Act as the chief administrative assistant of the mayor;
- (d) Submit to the mayor periodic evaluation reports covering those matters under his supervision; and
- (e) Have such duties and responsibilities as the mayor may determine and as may be assigned to him by this Charter or by ordinance.

Unless otherwise directed by the mayor, all reports, requests and recommendations from department heads and subdepartment heads supervised by the Chief of Staff shall be submitted to the Mayor.

The Chief of Staff shall be qualified by training and experience to perform the duties assigned to him as set forth above; no one shall be hired as Chief of Staff who does not possess the requisite executive and administrative qualifications.

**BE IT FURTHER ORDAINED** by the City Council of the City of Natchitoches, Louisiana,



that the Personnel Policies Manual of the City of Natchitoches be amended to provide for a new organizational chart, and that the organizational chart as set forth on page XII of the current Personnel Policies Manual be amended as depicted on the attached Schedule "A".

**BE IT FURTHER ORDAINED** by the City Council of the City of Natchitoches, Louisiana, that all ordinances, or parts of ordinances in conflict with any provision of this ordinance, be and the same are hereby repealed, provided that any violation of prior ordinances occurring before the date whereon this ordinance becomes effective, shall be governed by such prior ordinances and may be prosecuted thereunder.

**BE IT FURTHER ORDAINED** that if any section of this ordinance is declared to be invalid or unconstitutional in any manner, then the validity shall be limited to that particular section or provision, and shall not affect the remaining portions of the ordinance, which shall remain valid and enforceable, it being the intention of the City Council of the City of Natchitoches, that each separate provision shall be deemed independent of all other provisions herein.

**BE IT FURTHER ORDAINED** that this ordinance shall be introduced on the 22<sup>nd</sup> day of April, 2013, that the ordinance be published, and that at least ten days after publishing that a public hearing be held, and that sixty days following the public hearing that the ordinance take effect all in accordance Section 4-09 of the Charter of the City of Natchitoches.

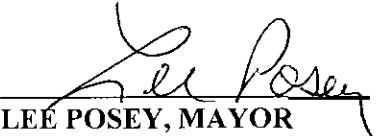
**BE IT FURTHER ORDAINED** that the publication in the legal journal be in accordance with Section 4-09 of the Charter of the City of Natchitoches, and provide the time and place of the public hearing, a general summary of the reorganization plan as set forth in this Ordinance, and the times and places where copies of the proposed reorganization plan and Ordinance are available for public inspection.

**THIS ORDINANCE** was introduced on April 22, 2013 and published in the *Natchitoches Times* on April 27, 2013.

The above Ordinance having been duly advertised in accordance with law and public hearing had on same, was put to a vote by the Mayor and the vote was recorded as follows:

<b>AYES:</b>	<b>Stamey, Nielsen, Mims</b>
<b>NAYS:</b>	<b>Payne, Morrow</b>
<b>ABSENT:</b>	<b>None</b>
<b>ABSTAIN:</b>	<b>None</b>

**THEREUPON**, Mayor Lee Posey declared the Ordinance passed by a vote of 3 Ayes to 2 Nays this 13<sup>th</sup> day of May, 2013.

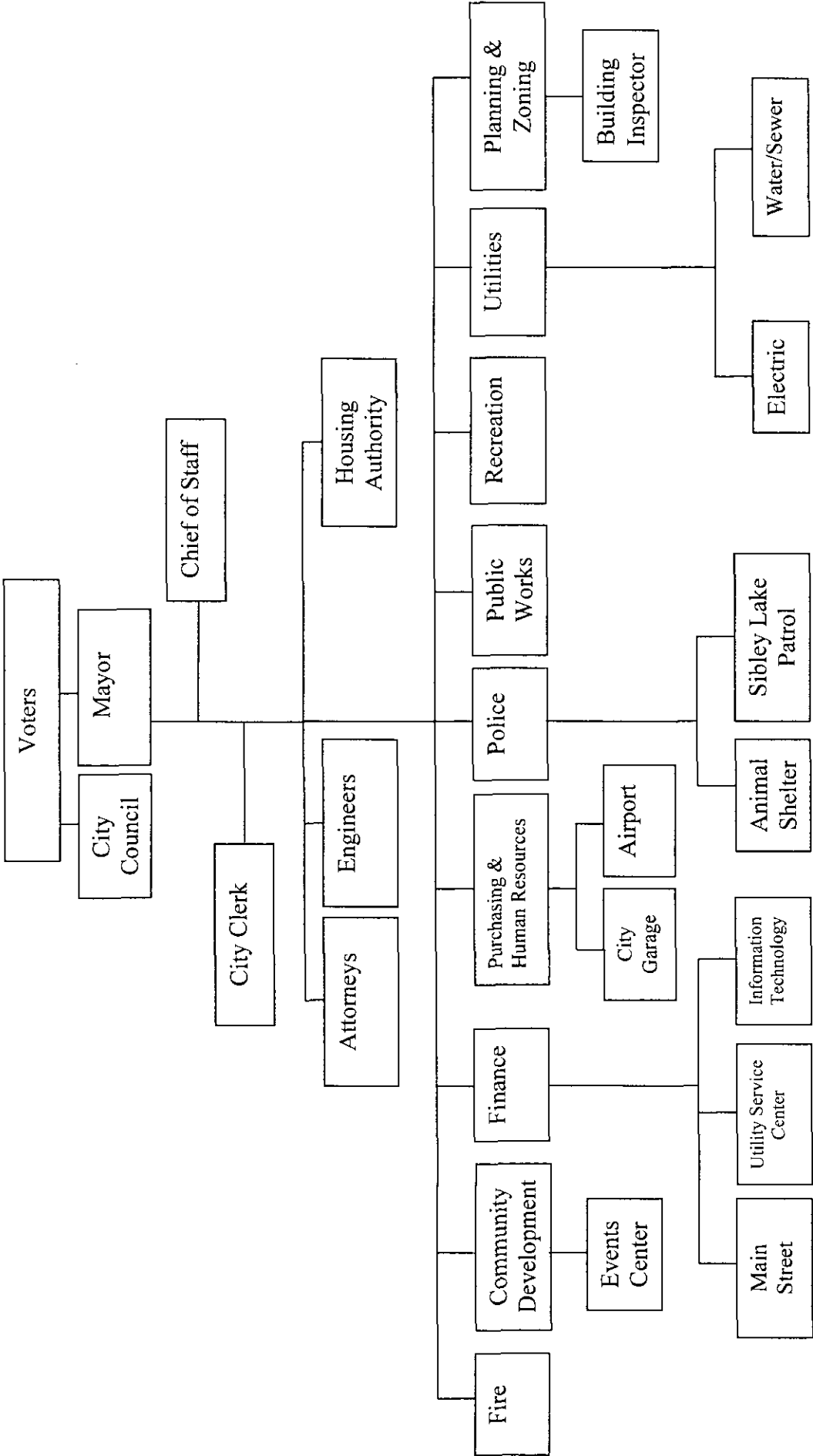
  
LEE POSEY, MAYOR

  
DON MIMS, MAYOR PRO TEMPORE

Delivered to the Mayor on the 14<sup>th</sup> day of May, 2013 at 10:00 A.M.

CITY OF NATCHITOCHES

ORGANIZATIONAL CHART OF THE CITY OF NATCHITOCHES



# NOTICE OF PUBLIC HEARING

## CITY OF NATCHITOCHES, LOUISIANA

The City of Natchitoches will hold a public hearing at **5:30 PM** on **MONDAY, MAY 13, 2013**, at the Natchitoches Arts Center, 716 Second Street, Natchitoches, Louisiana. The purpose of the hearing is for public comments and to consider the final adoption of the following Ordinance.

### **ORDINANCE NO. 019 OF 2013**

**ORDINANCE CREATING THE POSITION OF CHIEF OF STAFF, SETTING DUTIES, AND FURTHER AMENDING THE PERSONNEL POLICIES MANUAL TO MAKE THE NECESSARY CHANGES TO THE ORGANIZATIONAL CHART OF THE CITY OF NATCHITOCHES, PROVIDING FOR ADVERTISING, FURTHER PROVIDING FOR SEVERABILITY, AND FURTHER PROVIDING FOR A REPEALER AND EFFECTIVE DATE OF ORDINANCE**

A complete copy of the full Ordinance is available at the Mayor's office, City Hall, 700 Second Street, Natchitoches, LA 71457 (318) 352-2772.

*Honorable Lee Posey, Mayor*  
City of Natchitoches  
Post Office Box 37  
Natchitoches, Louisiana 71457

# AFFIDAVIT OF PUBLICATION

STATE OF LOUISIANA

Parish of Natchitoches

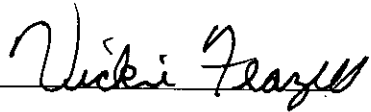
Before me, a Notary Public, personally came and appeared Vickie Feazell

who, being duly sworn, did depose and say that she/he is Bookkeeper of

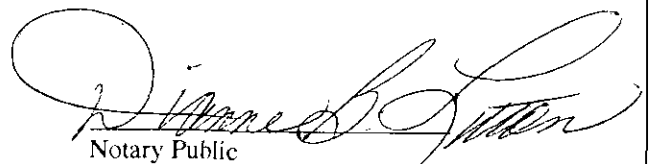
*The Natchitoches Times*, a newspaper of general circulation published within the Parish of Natchitoches,

And that **City of Natchitoches – Notice of Public Hearing – Ordinance No. 19 of 2013 – Position of Chief of Staff**

as per copy attached hereto, was published in said newspaper in the issues of 5/2/13

(S) 

SWORN AND SUBSCRIBED to before me this 14<sup>th</sup> day of May, 2013.

  
Notary Public

Dianne B. Litton  
#015767

The following Ordinance was Introduced by Ms. Morrow at the Natchitoches City Council meeting held on May 13, 2013 as follows:

**ORDINANCE NO. 023 OF 2013**

**AN ORDINANCE AMENDING ORDINANCE NO. 64 OF 2001 BY CHANGING ZONING CLASSIFICATION OF PROPERTY DESCRIBED AS FOLLOWS:**

**5.20 AC – BEING TRACT “1” IN SECTION 46, TOWNSHIP 9 NORTH RANGE 7 WEST, LYING ON THE SOUTH SIDE OF DEAN STREET AND BEING PART OF JULY SPRING TRACT, AS SHOWN ON A PLAT IN CONVEYANCE BOOK 507, PAGE 558 B-1 COMMERCIAL TO B-3 COMMERCIAL. (LOT ON DEAN STREET)**

**(LOT ON DEAN STREET)**

**WHEREAS**, the Planning Commission of the City of Natchitoches, State of Louisiana, has recommended at their meeting of May 7, 2013 that the request of Robert Salim to rezone the property described above from **B-1** to **B-3**, to construct a veterinary clinic, be **DENIED**.

Mrs. Sharon Jefferson spoke on behalf of several residents from the area and stated they are against the veterinarian clinic being in their area.

Mr. Edwin Creighton asked for clarification of the Ordinance. Mayor Posey stated it is a veterinarian clinic being proposed on Dean Street behind the storage buildings right across from Parks Elementary.

Larry Payne then stated everybody has a home, would you want a veterinarian clinic 50 ft or 300 feet away from your home? I do not think a residential area is where a commercial building should be when you have a school across the street, a resident very close, a housing project probably maybe 1000 feet away where this property butts up too. If I were these citizens I would feel the same way and would not want a veterinarian clinic in my neighborhood. He then stated, not to say that it's a bad thing, I just would not want it that close to my home.

David Stamey stated the property is already business (B-1) it's just not set up for a veterinarian clinic. You could put any B-1 business there without coming before us since it is zoned B-1. He asked Juanita Fowler for examples of B-1 so we can know what can go there without coming before us.

Mrs. Juanita Fowler stated B-1 zoning is the most limited zoning that we have as a commercial zoning district. B-1 runs the hours of operation from 7 am to 7 pm. When the property was zoned years ago, Robert Salim was the individual who requested to put his attorney office there. The difference in the zoning is that B-1 is more restrictive and B-3 is what is required for a veterinarian clinic. B-3 is the most intrusive zoning because it is a higher classification. The hours of operation are not defined, where B-1 is limited. Because the property is all residential that is the concern of the property owners is that we would be introducing that type of commercial activity in a residential area.

The following Ordinance was Introduced by Mr. Stamey at the Natchitoches City Council meeting held on May 13, 2013 as follows:

**ORDINANCE NO. 020 OF 2013**

**AN ORDINANCE AUTHORIZING THE MAYOR OF THE CITY OF NATCHITOCHES, LOUISIANA, TO ENTER INTO A COOPERATIVE ENDEAVOR AGREEMENT WITH THE NATCHITOCHES HISTORIC FOUNDATION, INC., WHEREBY THE CITY OF NATCHITOCHES WILL MAKE AVAILABLE RECLAIMED BRICKS FOR USE IN PROJECTS IN THE CITY OF NATCHITOCHES IN EXCHANGE FOR AN EASEMENT FOR PARKING AT THE DOWNTOWN FIRE STATION, PROVIDING FOR ADVERTISING, FURTHER PROVIDING FOR SEVERABILITY, AND FURTHER PROVIDING FOR A REPEALER AND EFFECTIVE DATE OF ORDINANCE.**

**WHEREAS**, the City of Natchitoches (sometimes hereinafter referred to as the "City") is a Municipality located in the State of Louisiana, Parish of Natchitoches governed under a Home Rule Charter and a Code of Ordinances adopted by Ordinance No. 5 of 1977; and

**WHEREAS FURTHER**, the City of Natchitoches is specifically authorized under Section 1.06 of the Charter of the City of Natchitoches to provide for the general welfare, safety, health, peace and good order of the City, and further authorized under Section 1.07 of the Charter of the City of Natchitoches to enter into Joint Service Agreements or Cooperative Efforts with other governmental agencies; and

**WHEREAS FURTHER**, the Natchitoches Historic Foundation, Inc. (Sometimes hereinafter "Foundation") is a Louisiana not for profit corporation and has been designated as a 501C-6 entity by the IRS, and is dedicated to preserving the historic nature of the City of Natchitoches, and specifically the preservation of historically significant structures and attractions; and

**WHEREAS FURTHER**, the Foundation is the owner of certain real property located on the western right of way of Second Street, as well as an adjacent tract situated to the West which adjoins the downtown fire station; and

**WHEREAS FURTHER**, the City is currently remodeling and extending the downtown fire station to accommodate a new ladder truck, and the plans include a parking area on the South side of the site owned by the City that includes a portion of ground owned by the Foundation; and

**WHEREAS FURTHER**, the renovations and improvements planned by the City includes a strip of ground that is approximately 18 to 20 feet and which is owned by the Foundation; and

**WHEREAS FURTHER**, the Foundation has recently constructed a brick wall approximately 18 to 20 feet to the South of the northern boundary line of its property, being the boundary shared by the property of the Foundation and the property of the City; and

**WHEREAS FURTHER**, the Foundation has no current use for the strip of ground

lying to the North of the newly constructed wall and has offered the use of the strip of ground to the City to be used for parking associated with the downtown fire station; and

**WHEREAS FURTHER**, the City currently has a surplus of reclaimed bricks, and the Foundation desires to use the bricks in projects that have and will undertaken in the City; and

**WHEREAS FURTHER**, the projects in which the bricks will be used will benefit the City of Natchitoches and its citizens and the City desires to cooperate and assist the Foundation in completing the projects; and

**WHEREAS FURTHER**, the City further recognizes that the work of the Foundation in the City of Natchitoches helps promote tourism, and has a positive economic impact on the City and its citizens; and

**WHEREAS FURTHER**, the Foundation desires to make the 18 to 20 foot strip of ground available to the City for parking associated with the downtown fire station and the City desires to make used and reclaimed bricks available to the Foundation for projects within the City of Natchitoches; and

**WHEREAS FURTHER**, the City Council of the City of Natchitoches desires to cooperate with the Foundation and acknowledges that the continued work and projects of the Foundation are beneficial to the City of Natchitoches; and

**WHEREAS FURTHER**, the City Council of the City of Natchitoches has reviewed the Cooperative Endeavor Agreement and has approved its terms; and

**NOW THEREFORE BE IT ORDAINED** by the City Council of the City of Natchitoches, Louisiana, that the Mayor of the City of Natchitoches, Lee Posey, is hereby authorized to execute the attached Cooperative Endeavor Agreement with the Natchitoches Historic Foundation, Inc.

**BE IT FURTHER ORDAINED** that the terms of the Cooperative Endeavor Agreement, attached hereto, are approved and accepted by the City Council of the City of Natchitoches, Louisiana.

**BE IT FURTHER ORDAINED** that if any part of this Ordinance is for any reason held to be unconstitutional or invalid, by a Court of competent Jurisdiction, such decision shall not effect the validity of the remaining portions of this Ordinance, and the invalidity shall be limited to that specific portion so declared to be invalid.

**BE IT FURTHER ORDAINED** that this Ordinance shall go into effect immediately after publication according to law.

**BE IT FURTHER ORDAINED** that all Ordinances in conflict herewith are hereby repealed.

**BE IT FURTHER ORDAINED** that this Ordinance be advertised in accordance with law.



**STATE OF LOUISIANA**

**PARISH OF NATCHITOCHES**

**COOPERATIVE ENDEAVOR AGREEMENT**

**BE IT KNOWN**, that on the dates and at the places hereinafter indicated, before the undersigned Notaries Public and subscribing witnesses, came and appeared:

**CITY OF NATCHITOCHES**, a municipal corporation, domiciled in the City and Parish of Natchitoches, Louisiana, with mailing address of P. O. Box 37, Natchitoches, Louisiana, represented herein by its duly authorized undersigned Mayor, Lee Posey, acting pursuant to a Ordinance of the City Council dated May 13, 2013, a copy of which is attached hereto and made a part hereof, (sometimes hereinafter called "**City**")

**AND**

**NATCHITOCHES HISTORIC FOUNDATION, INC.**, a Louisiana not for profit corporation, domiciled in the Parish of Natchitoches, with mailing address of 402 Second Street, Natchitoches, Louisiana 71457, and represented herein by Melissa Robinson, President, (sometimes hereinafter "Foundation")

**ALL OF WHOM DECLARED AS FOLLOWS:**

**WHEREAS**, the City of Natchitoches is a Municipality located in the State of Louisiana, Parish of Natchitoches governed under a Home Rule Charter and a Code of Ordinances adopted by Ordinance No. 5 of 1977; and

**WHEREAS FURTHER**, the City of Natchitoches is specifically authorized under Section 1.06 of the Charter of the City of Natchitoches to provide for the general welfare, safety, health, peace and good order of the City, and further authorized under Section 1.07 of the Charter of the City of Natchitoches to enter into Joint Service Agreements or Cooperative Efforts with other governmental agencies; and

**WHEREAS FURTHER**, the Foundation is a Louisiana not for profit corporation and has been designated as a 501C-6 entity by the IRS, and is dedicated to preserving the historic nature of the City of Natchitoches, and specifically the preservation of historically significant structures and attractions; and

**WHEREAS FURTHER**, the Foundation is the owner of certain real property located on the western right of way of Second Street, as well as an adjacent tract situated to the West which adjoins the downtown fire station; and

**WHEREAS FURTHER**, the City is currently remodeling and extending the downtown fire station to accommodate a new ladder truck, and the plans include a parking area on the South side of the site owned by the City that includes a portion of ground owned by the Foundation; and

**WHEREAS FURTHER**, the renovations and improvements planned by the City includes a strip of ground that is approximately 18 to 20 feet and which is owned by the Foundation; and

**WHEREAS FURTHER**, the Foundation has recently constructed a brick wall approximately 18 to 20 feet to the South of the northern boundary line of its property, being the boundary shared by the property of the Foundation and the property of the City; and

**WHEREAS FURTHER**, the Foundation has no current use for the strip of ground lying to the North of the newly constructed wall and has offered the use of the strip of ground to the City to be used for parking associated with the downtown fire station; and

**WHEREAS FURTHER**, the City currently has a surplus of used bricks, and the Foundation desires to use the bricks in projects that have and will undertaken in the City; and

**WHEREAS FURTHER**, the City desires to make its surplus used brick available to the Foundation until such time as the current inventory is exhausted; and

**WHEREAS FURTHER**, the projects in which the bricks will be used will benefit the City of Natchitoches and its citizens and the City desires to cooperate and assist the Foundation in completing the projects; and

**WHEREAS FURTHER**, the City further recognizes that the work of the Foundation in the City of Natchitoches helps promote tourism, and has a positive economic impact on the City and its citizens; and

**WHEREAS FURTHER**, the Foundation desires to make the 18 to 20 foot strip of ground available to the City for parking associated with the downtown fire station and the City desires to make used and reclaimed bricks available to the Foundation for projects within the City of Natchitoches; and

**WHEREAS FURTHER**, the City Council of the City of Natchitoches desires to cooperate with the Foundation and acknowledges that the continued work and projects of the Foundation are beneficial to the City of Natchitoches; and

**NOW THEREFORE**, the City of Natchitoches, Louisiana, a municipal corporation, represented herein by Honorable Lee Posey, Mayor, duly authorized to act herein pursuant to Ordinance Number 020 of 2013, and the Foundation Historic Foundation, Inc., represented herein by Melissa Robinson, duly authorized to act herein, do hereby enter into the following agreement:

(1) The City will make available to the Foundation surplus bricks from its current inventory, which surplus bricks will be used by the Foundation in projects in the City of Natchitoches.

(2) The Foundation will allow the City to utilize an 18 to 20 foot strip of ground across the Northern boundary of its property which adjoins the City of Natchitoches downtown fire station, situated on Second Street.

(3) The use of the strip of ground shall be in the form of an easement to place concrete parking on the ground, but the use of the strip of ground shall not disturb the newly constructed brick wall located on the property of the Foundation.

ATTEST:

CITY OF NATCHITOCHES,  
LOUISIANA

\_\_\_\_\_  
By: Lee Posey, Mayor

NATCHITOCHES HISTORIC  
FOUNDATION, INC.

\_\_\_\_\_  
By: Melissa Robinson, President

\_\_\_\_\_  
NOTARY PUBLIC  
Notary #\_\_\_\_\_  
My Commission Expires: \_\_\_\_\_

Mr. Stamey then stated the Foundation gave up some land so that the Fire Station could have some additional parking and space with the new expansion of the fire house. There are excess bricks at the Mill Street location and if the Foundation would like to use some of those bricks they can.

The Mayor stated this is our way to say thank you to the Historical Foundation for moving the brick wall back from the Fire Department and hopefully they can put them to good use in the community.

The following Ordinance was **TABLED** by Mr. Mims and Seconded by Ms. Morrow as follows, to-wit:

**ORDINANCE NO. 021 OF 2013**

**AN ORDINANCE AUTHORIZING THE MAYOR OF THE CITY OF NATCHITOCHES, LOUISIANA, TO ENTER INTO AN AGREEMENT WITH MICHAEL AND JUDITH HINDS FOR THE EXCAVATION AND REMOVAL OF DIRT FILL FROM PROPERTY LOCATED ON LAIRD FLETCHER ROAD FOR USE AT THE PROPOSED SHOOTING RANGE FOR THE CITY OF NATCHITOCHES, PROVIDING FOR ADVERTISING, FURTHER PROVIDING FOR SEVERABILITY, AND FURTHER PROVIDING FOR A REPEALER AND EFFECTIVE DATE OF ORDINANCE.**

**WHEREAS**, the City of Natchitoches (sometimes hereinafter referred to as the "City") is a Municipality located in the State of Louisiana, Parish of Natchitoches governed under a Home Rule Charter and a Code of Ordinances adopted by Ordinance No. 5 of 1977; and

**WHEREAS FURTHER**, the City is planning the construction of a shooting range on City owned property located on Laird Fletcher Road for the use of members of the City of Natchitoches Police Department; and

**WHEREAS FURTHER**, the City will have need for dirt or other fill to construct a berm at the shooting range; and

**WHEREAS FURTHER**, Michael Hinds and Judith Hinds (sometimes hereinafter referred to collectively as "Hinds") are the owners of a 4.42 acre tract of ground located on the South side of Laird Fletcher Road, which said 4.42 acre tract is shown and depicted on a certificate of survey by Robert Lynn Davis, Registered Land Surveyor, dated September 20, 2005, a copy of which is attached hereto; and

**WHEREAS FURTHER**, the Hinds have offered fill dirt to the City to be excavated and removed from the property of the Hinds by the City and transported by the City to the site of the proposed shooting range; and

**WHEREAS FURTHER**, the excavation of fill dirt would be limited to the front, or Northern 655 feet of the 4.42 acre tract and would be to a depth of eight to ten feet; and

**WHEREAS FURTHER**, as consideration for the fill dirt, the City will agree to indemnify, hold harmless, and defend the Hinds from any property damage or personal injury that occurs on the property of the Hinds during the excavation or removal of fill dirt from the property of Hinds, will taper the slopes of the resulting hole, and will leave the property clean of debris; and

**WHEREAS FURTHER**, the City Council of the City of Natchitoches has reviewed the attached Agreement and has approved its terms; and

**NOW THEREFORE BE IT ORDAINED** by the City Council of the City of Natchitoches, Louisiana, that the Mayor of the City of Natchitoches, Lee Posey, is hereby authorized to execute the attached Agreement with Michael Hinds and Judith Hinds.

**BE IT FURTHER ORDAINED** that the terms of the Agreement, attached hereto, are approved and accepted by the City Council of the City of Natchitoches, Louisiana.

**BE IT FURTHER ORDAINED** that if any part of this Ordinance is for any reason held to be unconstitutional or invalid, by a Court of competent Jurisdiction, such decision shall not effect the validity of the remaining portions of this Ordinance, and the invalidity shall be limited to that specific portion so declared to be invalid.

**BE IT FURTHER ORDAINED** that this Ordinance shall go into effect immediately after publication according to law.

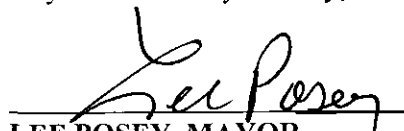
**BE IT FURTHER ORDAINED** that all Ordinances in conflict herewith are hereby repealed.

**BE IT FURTHER ORDAINED** that this Ordinance be advertised in accordance with law.

Mr. Mims made a motion to table this ordinance which was seconded by Ms. Morrow, the motion to table was presented for a vote and the vote was recorded as follows:

<b>AYES:</b>	<b>Stamey, Morrow, Payne, Nielsen, Mims</b>
<b>NAYS:</b>	<b>None</b>
<b>ABSENT:</b>	<b>None</b>
<b>ABSTAIN:</b>	<b>None</b>

**THEREUPON**, Mayor Lee Posey declared the Ordinance tabled by a vote of 5 Ayes to 0 Nays this 13<sup>th</sup> day of May, 2013.

  
LEE POSEY, MAYOR

  
DON MIMS, MAYOR PRO TEMPORE

Delivered to the Mayor on the 14<sup>th</sup> day of May, 2013 at 10:00 A.M.

**STATE OF LOUISIANA**

**PARISH OF NATCHITOCHES**

**AGREEMENT**

**BE IT KNOWN**, that on the dates and at the places hereinafter indicated, before the undersigned Notaries Public and subscribing witnesses, came and appeared:

**CITY OF NATCHITOCHES**, a municipal corporation, domiciled in the City and Parish of Natchitoches, Louisiana, with mailing address of P. O. Box 37, Natchitoches, Louisiana, represented herein by its duly authorized undersigned Mayor, Lee Posey, acting pursuant to Ordinance number 021 of 2013, a copy of which is attached hereto and made a part hereof, (hereinafter called "**City**")

**AND**

**MICHAEL S. HINDS AND JUDITH P. HINDS**, husband and wife and residents of the Parish of Natchitoches, with mailing address of 556 Laird Fletcher Road, Natchitoches, Louisiana 71457, (sometimes hereinafter "**Hinds**")

**ALL OF WHOM DECLARED AS FOLLOWS:**

**WHEREAS**, the City of Natchitoches (sometimes hereinafter referred to as the "**City**") is a Municipality located in the State of Louisiana, Parish of Natchitoches governed under a Home Rule Charter and a Code of Ordinances adopted by Ordinance No. 5 of 1977; and

**WHEREAS FURTHER**, the City of Natchitoches is specifically authorized under Section 1.06 of the Charter of the City of Natchitoches to provide for the general welfare, safety, health, peace and good order of the City; and

**WHEREAS FURTHER**, Hinds are the owners of a 4.42 acre tract of ground located on the South side of Laird Fletcher Road, which said 4.42 acre tract is shown and depicted on a certificate of survey by Robert Lynn Davis, Registered Land Surveyor, dated September 20, 2005, a copy of which is attached hereto; and

**WHEREAS FURTHER**, the City is planning the construction of a shooting range on City owned property located on Laird Fletcher Road for the use of members of the City of Natchitoches Police Department; and

**WHEREAS FURTHER**, the City will have need for dirt or other fill to construct a berm at the shooting range; and

**WHEREAS FURTHER**, the Hinds have offered fill dirt to the City to be excavated and removed from the property of the Hinds by the City and transported by the City to the site of the proposed shooting range; and

**WHEREAS FURTHER**, the excavation of fill dirt would be limited to the front, or Northern 655 feet of the 4.42 acre tract and would be to a depth of eight to ten feet; and

**WHEREAS FURTHER**, as consideration for the fill dirt, the City will agree to indemnify, hold harmless, and defend the Hinds from any property damage or personal injury that occurs on the property of the Hinds during the excavation or removal of fill dirt from the property of Hinds, will taper the slopes of the resulting hole, and will leave the property clean of debris; and

**WHEREAS FURTHER**, the City and Hinds have agreed to enter into an Agreement under which the Hinds will allow the City to excavate fill dirt on the property of Hinds and the City will excavate fill dirt as directed on the Hinds property and will further agree to indemnify, hold harmless, and defend the Hinds from any property damage or personal injury that occurs on the property of the Hinds during the excavation or removal of fill dirt from the property of Hinds, will taper the slopes of the resulting hole, and will leave the property clean of debris; and

**NOW THEREFORE**, the City of Natchitoches, Louisiana, a municipal corporation, represented herein by Honorable Lee Posey, Mayor, duly authorized to act herein pursuant to Ordinance Number 021 of 2013, and the Hinds, do hereby enter into the following agreement:

The Hinds will allow the City to excavate fill dirt from the 4.42 acre tract of ground located on the South side of Laird Fletcher Road, which said 4.42 acre tract is shown and depicted on a certificate of survey by Robert Lynn Davis, Registered Land Surveyor, dated September 20, 2005, a copy of which is attached hereto.

In exchange for the fill dirt, the City agrees:

1) To limit excavation to the front, or Northern 655 feet of the 4.42 acre tract and to limit the excavation to a depth of eight to ten feet.

2) To indemnify, hold harmless, and defend the Hinds from any property damage or personal injury that occurs on the property of the Hinds during the excavation or removal of fill dirt from the property of Hinds.

3) To taper the slopes of the resulting hole, and will leave the property of Hinds clean of debris.

**THUS DONE AND PASSED** before the parties before the undersigned Notary Public and subscribing witnesses, at Natchitoches, Louisiana, on this the \_\_\_\_\_ day of \_\_\_\_\_, 2013.

**ATTEST:**

\_\_\_\_\_

\_\_\_\_\_  
**MICHAEL S. HINDS**

\_\_\_\_\_  
**JUDITH P. HINDS**

**CITY OF NATCHITOCHES**

\_\_\_\_\_

\_\_\_\_\_  
**By: LEE POSEY, MAYOR**

\_\_\_\_\_  
**NOTARY PUBLIC**

Print Name \_\_\_\_\_

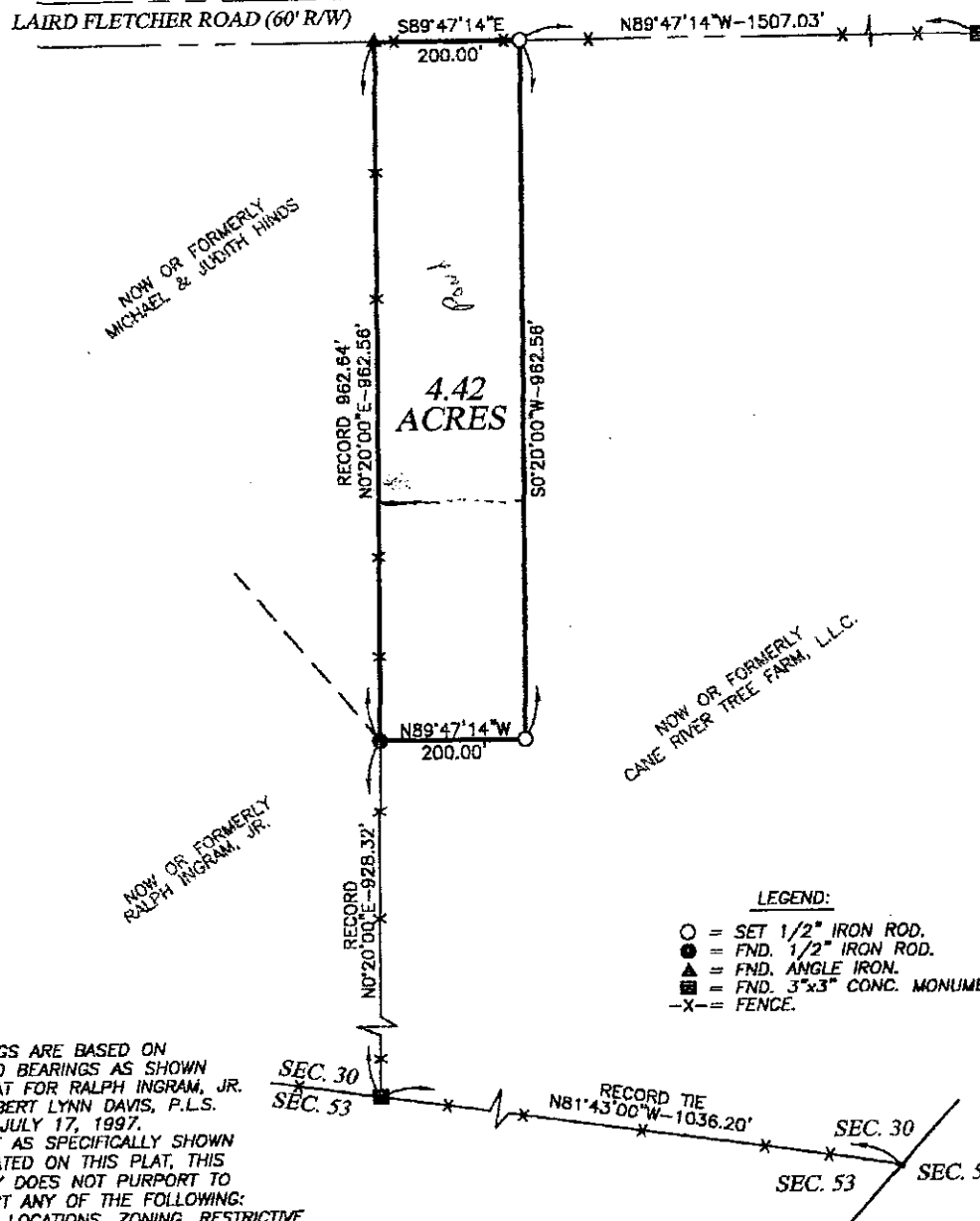
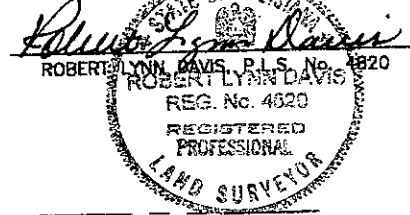
Notary # \_\_\_\_\_



SURVEY SHOWING  
**A 4.42 ACRE TRACT**  
 LOCATED IN SECTION 30, T9N-R6W, LOUISIANA MERIDIAN  
 NATCHITOCHES PARISH, LOUISIANA

FOR: MICHAEL & JUDITH HINDS  
 DATE: SEPTEMBER 20, 2005  
 DRAWN BY: CMD

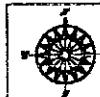
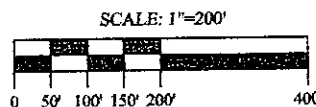
I HEREBY CERTIFY THAT THE SURVEY SHOWN  
 HEREON WAS MADE UNDER MY SUPERVISION  
 AND IS IN ACCORDANCE WITH THE CURRENT  
 APPLICABLE STANDARDS OF PRACTICE FOR A  
 CLASS "C" SURVEY, AS REQUIRED BY THE  
 LOUISIANA STATE BOARD OF REGISTRATION FOR  
 PROFESSIONAL ENGINEERS & LAND SURVEYORS,  
 AND THAT NO ENCROACHMENTS WERE VISABLE  
 OTHER THAN THOSE SHOWN.



**LEGEND:**  
 ○ = SET 1/2" IRON ROD.  
 ● = FND. 1/2" IRON ROD.  
 ▲ = FND. ANGLE IRON.  
 ■ = FND. 3"x3" CONC. MONUMENT.  
 -X- = FENCE.

**NOTES:**

1. BEARINGS ARE BASED ON RECORD BEARINGS AS SHOWN ON PLAT FOR RALPH INGRAM, JR. BY ROBERT LYNN DAVIS, P.L.S. DATED JULY 17, 1997.
2. EXCEPT AS SPECIFICALLY SHOWN OR STATED ON THIS PLAT, THIS SURVEY DOES NOT PURPORT TO REFLECT ANY OF THE FOLLOWING: UTILITY LOCATIONS, ZONING, RESTRICTIVE COVENANTS, SETBACKS, IMPROVEMENTS OR EASEMENTS.
3. THIS SURVEY DOES NOT CONSTITUTE A TITLE SEARCH BY THIS SURVEYOR.
4. THIS SURVEY IS VALID ONLY IF PRINT HAS ORIGINAL SEAL AND SIGNATURE OF SURVEYOR.



**DAVIS SURVEYING & MAPPING, L.L.C.**  
 628 FOURTH STREET  
 NATCHITOCHES, LA 71457  
 PH. (318) 356-9050

#14305

The Mayor stated he applauds Chief Dove for the job he has done on this and we tried to do this the best we could, but with the new parish form of government there have been some questions asked about the potential police shooting range. We have decided to table the ordinance at this time.

The following Ordinance was Introduced by Mr. Payne at the Natchitoches City Council meeting held on May 13, 2013 as follows:

**ORDINANCE NO. 022 OF 2013**

**AN ORDINANCE AUTHORIZING THE MAYOR OF THE CITY OF NATCHITOCHES, LOUISIANA, TO ENTER INTO A COOPERATIVE ENDEAVOR AGREEMENT WITH THE CORRECTIONS CORPORATION OF AMERICA WHEREBY THE CITY OF NATCHITOCHES AND THE CORRECTIONS CORPORATION OF AMERICA WILL COOPERATE AND PARTICIPATE IN A PROGRAM WHEREIN THE CORRECTIONS CORPORATION OF AMERICA WILL PROVIDE LABOR TO PRODUCE HANGING BASKETS AND OTHER FLORAL DISPLAYS FOR THE CITY OF NATCHITOCHES AND THE CITY OF NATCHITOCHES WILL REIMBURSE START UP COSTS, PROVIDE PLANTS AND PROVIDE INSTRUCTION TO INMATES.**

**WHEREAS**, the City of Natchitoches, Louisiana, (sometimes hereinafter referred to as "City") desires to reduce the cost associated with the hanging basket displays and other floral arrangements in the City of Natchitoches; and

**WHEREAS FURTHER**, the Corrections Corporation of America (sometimes hereinafter referred to as "CCA") desires to offer a training program in the preparation of hanging baskets and other floral arrangements to inmates at the Winn Correctional Facility, (sometimes hereinafter referred to as "facility"); and

**WHEREAS FURTHER**, the City and CCA have entered into Cooperative Agreements in the past with good results for both parties; and

**WHEREAS FURTHER**, CCA has agreed to provide the labor for the production of hanging baskets and other floral displays for display in the City and the City has agreed to provide training to inmates at the facility and to reimburse start up costs and costs of plants; and

**WHEREAS FURTHER**, the City Council of the City of Natchitoches is of the opinion that the arrangement with CCA will help lower the cost associated with hanging baskets and other floral displays and would thus be beneficial to the welfare of the citizens of the City and Parish of Natchitoches, Louisiana; and

**WHEREAS FURTHER**, under the general law and the Home Rule Charter of the City of Natchitoches, the City has the right, power, and authority to promote, protect, and preserve the general welfare, safety, health, peace and good order of the City and specifically has the right to enter into cooperative agreements; and

**WHEREAS FURTHER**, the City Council of the City of Natchitoches desires to enter into a Cooperative Endeavor Agreement with the CCA for the preparation of hanging baskets and other floral arrangements for the City under the terms and conditions set forth in the attached Cooperative Endeavor Agreement; and

**WHEREAS FURTHER**, the City Council of the City of Natchitoches has reviewed the proposed Cooperative Endeavor Agreement and has approved same; and

**NOW THEREFORE BE IT ORDAINED** by the City Council of the City of Natchitoches, Louisiana, that the Mayor of the City of Natchitoches, Lee Posey is hereby authorized to execute the Cooperative Endeavor Agreement with the Corrections Corporation of America for the preparation of hanging baskets and other floral arrangements for the City.

**BE IT FURTHER ORDAINED** that the terms of the Cooperative Endeavor Agreement are approved and accepted by the City Council of the City of Natchitoches, Louisiana.

**AGREEMENT  
BETWEEN  
THE CITY OF NATCHITOCHES  
AND  
CCA OF TENNESSEE, LLC  
WINN CORRECTIONAL CENTER  
A UNIT OF THE DEPARTMENT OF PUBLIC SAFETY AND CORRECTIONS  
STATE OF LOUISIANA**

This Agreement is made by and between **THE CITY OF NATCHITOCHES, LOUISIANA**, a municipal corporation, hereinafter referred to as "**CITY**" with address of Post Office Box 37, Natchitoches, Louisiana 71457, represented herein by Lee Posey, Mayor, duly authorized to execute this Agreement by Ordinance No. 22 of 2013, *a certified copy of which is attached hereto and made a part hereof*, and **CCA OF TENNESSEE, LLC, WINN CORRECTIONAL CENTER, A UNIT OF THE DEPARTMENT OF PUBLIC SAFETY AND CORRECTIONS, STATE OF LOUISIANA**, hereinafter referred to as "**CCA**", represented herein by its duly authorized undersigned officers and/or agents,

**BOTH OF WHOM DECLARED AS FOLLOWS:**

**I. PURPOSE:**

This Agreement is entered into for the express purpose of establishing a work assignment of inmates to work for the CITY to assist in the labor needed for the production of hanging baskets and other floral displays for the CITY. CCA will not perform any work that would be covered by any previous contract with an outside organization or union. Said work is to be done by CCA, as funds are available.

**II. AUTHORITY:**

Louisiana R.S. 15:832.

**III. AGREEMENT:**

It is understood that the inmate labor provided by CCA are not employees of the City of Natchitoches. It is also understood that the inmate labor provided herein is not authorized to work on or perform any duties which are under the duties of the employees/maintenance workers of the City of Natchitoches. Further, a request shall not be made for such inmate labor unless it has been certified, in writing, that there is no free worker displaced because of inmate labor used. Inmates placed under this program are not Federal employees for the purpose of law administered by the Officer of Personnel Management and do not have title to any Federal, State, or Parish benefits such as insurance, retirement or leave.

#### **IV. TERMS:**

The terms of this agreement shall be specifically related to labor for the production of hanging baskets and other floral displays for the CITY. In the event of an emergency situation involving the security of the correctional facility, the Department of Public Safety and Corrections/CCA may immediately suspend the terms of this agreement during the existence of the emergency without prior notice to the City of Natchitoches. The Mayor of the City of Natchitoches shall be informed of such suspension as soon as is practicable. This agreement shall commence on July 1, 2013 and will terminate on June 30, 2014. This agreement may be renewed for additional one (1) year terms each year thereafter upon both parties providing written intentions to renew at least thirty (30) days prior to July 1 of each year. The Agreement may be terminated by mutual agreement of both parties, CCA and the CITY, in writing and with authoritative signatures of both parties.

As a cooperative effort between the Department of Public Safety and Corrections, CCA Winn Correctional Center, and the CITY of Natchitoches for the purpose of achieving benefit for the parties and the State of Louisiana, the following agreements are made.

##### **A. The City of Natchitoches agrees to:**

1. Assign fully qualified and experienced employees to provide the technical directions for CCA work supervisor on all programs undertaken within the terms of this agreement.
2. Advise its personnel that they shall not mail or deliver letters for inmates, barter, gamble, or furnish money, alcohol, drugs or tangible goods to any inmate or CCA employee, nor furnish any other items or substance prohibited by CCA.
3. Provide all essential tools, equipment, safety equipment and/or specialty protective clothing, training and material to conduct the project work to be performed by the inmates except when agreed upon in advance that CCA will furnish all or port of the tools, equipment and materials for specified projects.
4. Provide training to inmates at the facilities for the production of hanging baskets and growing of plants for display in the City.
5. Provide all plants, planting materials, containers and start-up costs for production of plant growth and arrangements.
6. The City of Natchitoches is responsible for the pickup and distribution of finished baskets.

##### **B. CCA Winn Correction Center agrees to:**

1. Provide all labor associated with growing, maintaining and production of plants as part of the training program under the direction of the City of Natchitoches Horticulturist of the staff of CCA.
2. Furnish inmates assigned to the horticulture class appropriate instruction and promoting growth of plants.
3. In connection with the performance of work under this agreement, not to discriminate against any inmate because of age, sex, race, religion, color or national origin.

4. Meet the compliance requirements of Executive Order 11755.
5. Submit periodic billing for all reimbursable expenses to the City of Natchitoches, Attention: Finance Director, Post Office Box 37, Natchitoches, Louisiana 71458-0037.

**C. It is mutually agreed:**

1. Work to be performed will be based on the needs of the City of Natchitoches and shall be agreed upon by both parties in the annual work and financial plan prepared prior to July 1, 2013 through June 30, 2014 and then annually prior to July for each coming year.
2. That nothing in this agreement shall be construed as obligating the City of Natchitoches to expend, or as involving the City of Natchitoches in any appropriations authorized by law and any appropriations authorized by law and administratively made available for this work.
3. That no employee or elected official of the City of Natchitoches shall be admitted to any share or part of this agreement, or to any benefit that may arise therefrom; but this provision shall be construed to extend to this agreement if made with a corporation for its general benefit.
4. The City of Natchitoches personnel shall submit progress reports on the inmate under their technical administration upon request by CCA. The CITY shall not be liable for the misconduct, unauthorized absence of inmates, sickness, accidents or death of individuals engaged in any activity conducted under this agreement, unless caused by the negligence of the CITY, its employees or agents.
5. Both parties agree and understand that should an assignment inmate trainee opt for "Double Good Time" as provided by L.A.R.S. 15:571.14, that in effect results in diminution of sentence, said wages earned by affected trainee will be deposited in the Inmate Welfare Fund for the betterment of all trainees assigned to CCA Winn Correctional Center.
6. In accordance with Department Regulation No. C-01-022 "Sexual Assault and Sexual Misconduct", the Contractor agrees to report allegations of sexual misconduct, respond to investigation inquiries and participate in training as directed by the Department of Public Safety and Corrections. Included in the regulation are the SEXUAL ASSAULT AND SEXUAL MISCONDUCT WITH INMATES Acknowledgement form and the Louisiana Criminal Code: La. R.S. 14: 134 Malfesance in Office Form, both to be signed by the Contractor and made a part of the contract. Should the regulation be modified or amended, the Contractor will be notified and shall comply with the regulation as modified or amended.

Contractor grants to the State of Louisiana, through the Office of the Legislative Auditor, Office of the Governor, Division of Administration, Department of Public Safety and Corrections/Corrections Services Internal Audit Division, Office of the Inspector General, Federal Government and/or other such designated body the right to inspect, review, and audit all books and records, including those of subcontractors, (in whatever form they may be kept, whether written, electronic or other) relating or pertaining to the services rendered under this agreement, (including any and all documents, data, and other materials, in whatever form they may be kept, which support or underlie those books and records). This right extends to all books, records, and data kept by or under the control of the

Contractor, including but not limited to those kept by the Contractor, its employees, agents, assigns, successors, and subcontractors. The Contractor further grants full, unrestricted access to all necessary personnel and resources, and will cooperate fully during such inspections, reviews, and audits.

The Contractor agrees such inspections, reviews, and audits may be conducted during normal business hours at the business location(s) where such books, records, and data are maintained and/or stored. Those performing such inspections, reviews, and audits are granted direct access to all data pertaining and supporting services under this agreement, and have a right to use general audit software and other reporting tools against the data files and/or databases. The Contractor further grants the right to audit the Contractor's disaster recovery, and business continuance plans to ensure all books, records, and data will be sufficiently protected in the event of a prolonged outage or disaster.

Contractor is expected to comply with federal and/or state laws regarding an audit of its operation as a whole or of specific program activities. If an audit is performed within the agreement period, for any reason, a copy of the audit engagement letter and final audit report shall be sent to the Office of the Louisiana Legislative Auditor, Office of Inspector General, Department of Public Safety & Corrections/Corrections Services Internal Audit Division, and Department of Corrections Procurement and Contractual Review Division.

7. Either party may terminate this agreement by providing written notice. Unless terminated by written notice, this agreement shall remain in force indefinitely.

IN WITNESS WHEREOF, intending to be legally bound, the parties have caused their authorized representatives to execute this agreement this day the \_\_\_\_ th day of \_\_\_\_\_, 20\_\_ :

**CITY OF NATCHITOCHES**

---

**LEE POSEY, MAYOR**

**CCA OF TENNESSEE, LLC**

---

**TIM KEITH, WARDEN**

**DEPARTMENT OF PUBLIC SAFETY & CORRECTIONS**

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**THOMAS C. BICKHAM, III, DIRECTOR**



Mr. Creighton asked what prison do the prisoners come from, do they get paid, and do we follow the legal procedures for using prisoners for work?

Randy LaCaze stated the prisoners come from the Winn Correctional Facility. There is a difference between a crew coming out for land and this particular item refers to them growing and managing the horticulture efforts of the City. When we first started doing the hanging baskets they were costing us over three times as much for each round of baskets. Where as now we buy everything wholesale, deliver them to the facility, and train their workers as to how to plant the baskets and propagate the plants. They water and maintain them and then we change the baskets out at the appropriate time. The production facility out there saves the City a considerable amount of money instead of going to a nursery and buying plants. I am not exactly sure if the local detention facility and the Winn Facility handle it the same way, but the guard is a paid individual that is not a detention worker. I do believe there is compensation, but the facility also takes out from the basic expenses with you being in the facility. A work release program is different, for example, a bus takes groups to Martco from a local facility where they do really well and make pretty good money I think. He then agreed that this is all legal.

The following Ordinance was Introduced by Mr. Nielsen at the Natchitoches City Council meeting held on May 13, 2013 as follows:

**ORDINANCE NO. 024 OF 2013**

**AN ORDINANCE TO PROVIDE FOR THE NEWLY CREATED POSITION OF CHIEF OF STAFF IN THE CODE OF ORDINANCES OF THE CITY OF NATCHITOCHES, TO ADOPT ARTICLE VI OF CHAPTER 2 OF THE CODE OF ORDINANCES, SPECIFICALLY THE ADOPTION OF SECTIONS 2-72 THROUGH 2-76, AND TO CONFIRM THE APPOINTMENT OF THE CHIEF OF STAFF BY THE MAYOR, PROVIDING FOR ADVERTISING, FURTHER PROVIDING FOR SEVERABILITY, AND FURTHER PROVIDING FOR A REPEALER AND EFFECTIVE DATE OF ORDINANCE.**

**WHEREAS**, under the authority of Section 4.09 of the Charter of the City of Natchitoches, Louisiana, and upon the recommendation of the Mayor, the City Council of the City of Natchitoches adopted Ordinance Number 19 of 2013 which created a new position in the executive staff known as "Chief of Staff"; and

**WHEREAS FURTHER**, the Chief of Staff is to be responsible for assisting the Mayor of the City of Natchitoches to meet his responsibilities and duties; and

**WHEREAS FURTHER**, the Mayor has recommended that the newly approved position of Chief of Staff be codified and included in the Code of Ordinances of the City of Natchitoches within Chapter 2 of the Code of Ordinances, entitled Administration; and

**WHEREAS FURTHER**, the Mayor has recommended that the City of Natchitoches amend the Code of Ordinances to adopt Section 2-72 through 2-76, in order to codify the newly created position; and

**WHEREAS FURTHER**, the City Council of the City of Natchitoches has reviewed the proposed changes and agrees that the adoption is advisable and in the best interest of the City of Natchitoches and its citizens; and

**WHEREAS FURTHER**, the City Council of the City of Natchitoches, Louisiana, desires to amend the Code of Ordinances of the City of Natchitoches in order to adopt and enact Sections 2-77 through 2-76, as approved and recommended by the Mayor of the City of Natchitoches; and

**WHEREAS FURTHER**, the Mayor of the City of Natchitoches has appointed Edd Lee to fill the newly created position of Chief of Staff and the City Council of the City of Natchitoches desires to confirm that appointment, and

**NOW THEREFORE BE IT ORDAINED** by the City Council of the City of Natchitoches, Louisiana, as follows:

**SECTION 1:** The Code of Ordinances of the City of Natchitoches is hereby amended to enact and adopt Article VI. Chief of Staff which shall include Sections 2-72 through 2-76, and which shall read as follows:

"Article VI. CHIEF OF STAFF

Section 2-72. Authority.

This article is enacted in accordance with and under the express provisions of Section of 4.09 of the Home Rule Charter for the City of Natchitoches.

Section 2-73. Creation and Appointment.

Pursuant to Ordinance Number 19 of 2013, the position of Chief of Staff was created. The Chief of Staff shall be under the direct supervision and direction of the Mayor. The Chief of Staff shall be appointed by the Mayor, subject to confirmation by the Council of the City of Natchitoches, and shall serve at the pleasure of the Mayor.

Section 2-74. Duties of the Chief of Staff.

The Chief of Staff shall:

- (a) Direct department heads as instructed by the Mayor;
- (b) Exercise such administrative responsibilities with respect to the fire chief and the chief of police as the mayor may designate;
- (c) Act as the chief administrative assistant of the mayor;
- (d) Submit to the mayor periodic evaluation reports covering those matters under his supervision; and
- (e) Have such duties and responsibilities as the mayor may determine and as may be assigned to him by this Charter or by ordinance.

Unless otherwise directed by the mayor, all reports, requests and recommendations from department heads and subdepartment heads supervised by the Chief of Staff shall be submitted to the Mayor.

Section 2-75. Qualification for the Chief of Staff.

The Chief of Staff shall be qualified by training and experience to perform the duties assigned to him as set forth above; no one shall be hired as Chief of Staff who does not possess the requisite executive and administrative qualifications.

Section 2-76. Department Head as Chief of Staff.

A Department Head of one of the departments or agencies of the City of Natchitoches may also serve as Chief of Staff. If serving as Department Head and Chief of Staff, the appointee shall report directly to the Mayor in both roles, and shall receive a salary for service as Chief of Staff only."

**SECTION 2:** The City Council of the City of Natchitoches, Louisiana, does hereby approve and confirm the appointment of Edd Lee as Chief of Staff.

**SECTION 3.** All Ordinances or parts of Ordinances in conflict herewith are hereby repealed.

**SECTION 4.** If any portion of this Ordinance is declared to be invalid or unconstitutional in any manner, the invalidity shall be limited to that particular section or provision, and shall not affect the remaining portions of the ordinance, which shall remain valid and enforceable, it being the intention of the City Council that each separate provision shall be deemed independent of all other provisions herein.

**SECTION 5.** This Ordinance shall go into effect upon publication and in accordance with law.

Ms. Morrow then stated that the ordinance states “a department head of one of the departments or agencies of the City of Natchitoches may also serve as Chief of Staff. If serving as Department Head and Chief of Staff, the appointee shall report directly to the Mayor in both roles, and shall receive salary for service as Chief of staff only.” She then stated she just has a concern that when it says both roles it means two positions.

Mr. Mims stated he will just be paid for Chief of Staff though.

Mr. Murchison stated like he mentioned before it does not violate the “dual office holding” statute in the state of Louisiana because it is not two full time appointed positions. We are trying it as a full time position and a part time position. It very well may be overtime it develops into two full time positions. In that case you would appoint someone to fill the other role whether it be Chief of Staff or the Department Head position and these changes would have to go before the City Council.

The following Resolution was introduced by Mr. Mims and Seconded by Mr. Nielsen as follows, to -wit:

**RESOLUTION NO. 022 OF 2013**

**A RESOLUTION APPROVING WORK ORDER  
ADDENDUM NO. FOUR TO OPEN GENERAL  
SERVICES AGREEMENT NO. ONE, BETWEEN  
AIRPORT DEVELOPMENT GROUP, INC. AND THE  
CITY OF NATCHITOCHES TO REMOVE  
OBSTRUCTION FROM ON AND AROUND THE  
NATCHITOCHES REGIONAL AIRPORT AND  
INSTALL LOW GROWING TREES TO REPLACE  
REMOVED OBSTRUCTIONS AND AUTHORIZING  
THE MAYOR OF THE CITY OF NATCHITOCHES,  
LEE POSEY, TO EXECUTE SAID WORK ORDER  
ADDENDUM NO. FOUR**

**(STATE PROJECT H.010611)**

**WHEREAS**, the City Council of the City of Natchitoches, Louisiana, (sometimes hereinafter "City"), authorized the Mayor of the City of Natchitoches, Louisiana to execute a General Services Agreement with Airport Development Group, Inc. (Sometimes hereinafter referred to as "ADG"), for professional services associated with the Natchitoches Regional Airport by Resolution Number 12 of 2010; and

**WHEREAS FURTHER**, the City Council of the City of Natchitoches, Louisiana, authorized the Mayor of the City of Natchitoches, Louisiana to execute a Work Order Addendum No. Four to the Open General Services Agreement with Airport Development Group, Inc., to remove obstructions from on and around the Natchitoches Regional Airport and install low growing trees to replace removed obstructions; and

**WHEREAS FURTHER**, the work described in the Work Order Addendum No. Four to the Open General Service Agreement will enhance the Natchitoches Regional Airport; and

**WHEREAS FURTHER**, the City Council of the City of Natchitoches has reviewed the Work Order Addendum No. Four, which is attached hereto, and has approved its form and does desire to enter into the Work Order Addendum No. Four with ADG; and

**WHEREAS FURTHER**, the City Council of the City of Natchitoches is of the opinion that it is in the interest of the City to enter into the Work Order Addendum No. Four; and

**WHEREAS FURTHER**, the City Council of the City of Natchitoches, authorizes the Mayor of the City of Natchitoches, Lee Posey, to execute the attached Work Order Addendum No. Four; and

**NOW THEREFORE BE IT RESOLVED** by the City Council of the City of Natchitoches, in legal session convened, that Mayor Lee Posey, be and is hereby authorized, directed and empowered to enter into and execute the attached Work Order Addendum No. Four with ADG, as more fully described on the attached Work Order Addendum No. Four.

**BE IT FURTHER RESOLVED** that the Mayor, or his assignee, be and he is hereby authorized to do all things necessary and proper in connection herewith.

This Resolution was then presented for a vote, and the vote was recorded as follows:

<b>AYES:</b>	<b>Payne, Nielsen, Mims, Stamey, Morrow</b>
<b>NAYS:</b>	<b>None</b>
<b>ABSENT:</b>	<b>None</b>
<b>ABSTAIN:</b>	<b>None</b>

**THEREUPON**, Mayor Lee Posey declared the Resolution passed by a vote of 5

Ayes to 0 Nays on this 13<sup>th</sup> day of May, 2013.

  
\_\_\_\_\_  
**LEE POSEY, MAYOR**

**WORK ORDER ADDENDUM NO. FOUR**  
**TO**  
**OPEN GENERAL SERVICES AGREEMENT NO. ONE**  
**BETWEEN SPONSOR AND ENGINEER FOR PROFESSIONAL SERVICES**

**THIS IS A WORK ORDER ADDENDUM** made by and between the **CITY OF NATCHITOCHES (SPONSOR)**, PO Box 37, Natchitoches, Louisiana, 71458-0037, and **AIRPORT DEVELOPMENT GROUP, INC. (CONSULTANT or ENGINEER)**, 3900 Lakeland Drive, Suite 501 C, Jackson, MS 39232 and 1776 S. Jackson Street, Suite 950, Denver, CO 80210.

WITNESSETH:

WHEREAS, **SPONSOR** and **ENGINEER** have heretofore entered into an open general services agreement between themselves for professional services, and

WHEREAS, parties hereto do now desire to add work by amending certain provisions of said agreement dated the 25<sup>th</sup> day of January 2010, between themselves, and to reduce said amendment to writing;

NOW, THEREFORE, in consideration of the original agreement between the parties, the premises hereto, the mutual covenants, promises, doings and things hereinafter set forth, the parties hereto do now agree as follows:

This work order addendum establishes the scope and payment for the following Basic Services:

1. Engineering design for construction project of approximately \$60K of airport improvements:

**1. Remove obstructions from on and around the Natchitoches Regional Airport.**

**2. Install low growing trees to replace removed obstructions.**

Add the following to Section 1 of the Open General Services Agreement No. One solely for Basic Services for this work item:

1.1 General

1.1.1. ENGINEER shall perform professional services as hereinafter stated which include customary civil and electrical engineering services and customary services incidental thereto.

1.2 Design Phase

After authorization to proceed from SPONSOR with the design phase for the above construction items, ENGINEER shall:

1.2.1. In consultation with SPONSOR, FAA, and other interested parties, determine the extent of the project, and review all available data.

- 1.2.2. Prepare preliminary design documents consisting of design criteria, preliminary drawings, and specifications.
- 1.2.3. Based on the information contained in the preliminary design documents, submit a revised opinion of probable project costs (cost estimates).
- 1.2.4. Provide topographic and cross section survey as necessary to determine existing layout, grades and elevations.
- 1.2.6. Provide soils/pavement investigation to determine the thickness, nature and condition of existing soils and pavements as necessary in order to establish design criteria for new pavements, embankments and/or drainage structures.
- 1.2.7. On the basis of the preliminary design and the revised opinion of probable project cost, prepare for incorporation in the contract documents final drawings to show the character and extent of the project (hereinafter called "drawings"), specifications and contract documents in accordance with FAA standards, as applicable.
- 1.2.8. Furnish to SPONSOR such documents and design data as may be required so that SPONSOR can obtain approval of the FAA or any such governmental authorities as have jurisdiction over design criteria applicable to the project, and assist in obtaining such approvals by participating in submissions to and negotiations with appropriate authorities. If required, ENGINEER and/or SPONSOR shall certify such documents to the FAA prior to advertising for bids.
- 1.2.9. Advise SPONSOR of any adjustments to the latest opinion of probable project cost caused by changes in extent or design requirements of the project or construction costs and furnish a revised opinion of probable project cost based on the final drawings and specifications.
- 1.2.10. Prepare a design engineer's report, including pavement design, estimates of final quantities and construction costs and identification of deviations from FAA design standards as well as justification for such deviation. This report will be submitted at the time of submittal of final drawings and specifications to the SPONSOR, State and the FAA.
- 1.2.11. Prepare for review and approval by FAA, SPONSOR, his legal counsel and other advisors, contract agreement forms, general conditions and supplementary conditions, and (where appropriate) bid forms, invitations to bid and instructions to bidders, and assist in the preparation of other related documents.
- 1.2.12. Furnish up to five copies of the above documents for review by SPONSOR, State and FAA.

**ENGINEER** shall perform Basic Services toward the construction of item A with payment per the following paragraphs to be added to Open General Services Agreement No. One solely for this work item:

5.1.1. For Basic Services. SPONSOR shall pay ENGINEER for basic services rendered under Section 1 as follows:

5.1.1.1.a Amount of payment for Item A:

Design	- a lump sum fee of	\$5,000.
Bidding	- a lump sum fee of	\$2,500.
Construction Administration	- a not to exceed fee of	<u>\$10,000.</u>
Total Services		\$17,500.




5.1.2.2. Times of Payments.

ENGINEER shall submit monthly statements for salaries and other expenses and for reimbursable expenses incurred. SPONSOR shall make prompt monthly payments in response to ENGINEER's monthly statements. The fixed fee shall be due and payable when the final invoice is submitted. The record drawings and final construction report shall be submitted to the SPONSOR and FAA not more than 120 calendar days from the final acceptance of all construction on the project.

IN WITNESS WHEREOF, the parties hereto have affixed their signatures this \_\_\_\_\_ day of \_\_\_\_\_, 2013.

**SPONSOR:**


CITY OF NATCHITOCHES

By   
Lee Posey, Mayor

Attest: 

**CONSULTANT:**

AIRPORT DEVELOPMENT GROUP, INC.

By   
Michael B. Corkern, Jr., Associate Principal

Attest: \_\_\_\_\_

The following Resolution was introduced by Mr. Payne and Seconded by Ms. Morrow as follows, to -wit:

**RESOLUTION NO. 023 OF 2013**

**A RESOLUTION AUTHORIZING THE MAYOR  
TO ADVERTISE FOR BIDS FOR CHRISTMAS LIGHTING SUPPLIES  
(BID NO. 0538)**

**WHEREAS**, the City wishes to advertise for Christmas Lighting Supplies (Bid No. 0538).

**WHEREAS**, sealed bid proposals will be received until 4:00 P.M. on June 10, 2013 at the office of Edd Lee, Director of Purchasing, 1400 Sabine Street, Natchitoches, Louisiana and opened on June 10, 2013; and

**WHEREAS**, bids will be publicly opened and read aloud at 4:00 PM on Monday, June 10, 2013 at the City of Natchitoches Purchasing Department located at 1400 Sabine Street, Natchitoches, Louisiana 71457.

**WHEREAS**, upon receipt of proposals the committee of Pat Jones, Director of Finance; Edd Lee, Director of Purchasing; David Stamey, Councilman; and Bryan Wimberly, Utility Director, are to review and make a recommendation of the bids received.

**NOW, THEREFORE, BE IT RESOLVED** by the Council of the City of Natchitoches, in legal session convened, that the Honorable Lee Posey, Mayor, be and is hereby authorized, empowered and directed to order the publication of the above bid.

This Resolution was then presented for a vote, and the vote was recorded as follows:

<b>AYES:</b>	<b>Payne, Nielsen, Mims, Stamey, Morrow</b>
<b>NAYS:</b>	<b>None</b>
<b>ABSENT:</b>	<b>None</b>
<b>ABSTAIN:</b>	<b>None</b>

**THEREUPON**, Mayor Lee Posey declared the Resolution passed by a vote of 5  
Ayes to 0 Nays on this 13<sup>th</sup> day of May, 2013.

  
\_\_\_\_\_  
LEE POSEY, MAYOR

## **BID INVITATION**

**DATE: May 13, 2013**

**FROM:** City of Natchitoches  
Purchasing Department  
1400 Sabine Street  
Natchitoches, LA 71457

**BID NO. 0538**

**BID TITLE:** Christmas Lighting Supplies

SEALED BID PROPOSALS WILL BE  
RECEIVED UNTIL 4PM,

**June 10, 2013**

AT THE OFFICE OF Edd Lee  
DIRECTOR OF PURCHASING, 1400  
SABINE STREET, NATCHITOCHES, LA  
71457.

FOR ADDITIONAL INFORMATION  
CONTACT THE FOLLOWING:

Edd Lee  
DIRECTOR OF PURCHASING  
(318) 357-3824

## INSTRUCTIONS TO BIDDERS

1. Sealed bid proposals **must** be received on the Bid Proposal Form, Pages #4 and #5 and attached specifications or attachments thereto prior to opening date and time to be considered. **Please Note: Bids must be submitted on the supplied forms or attachments to be considered.** Late proposals will be returned unopened. Bids will be opened at 4:00 PM, June 10, 2013, at the Purchasing Department, located at 1400 Sabine St., Natchitoches, LA 71457.
2. Bids shall be plainly marked as to the bid number, name of the bid, and bid opening date on the outside of the envelope **contained in this package for this purpose.** This supplied envelope will be completely sealed and mailed or delivered to the Purchasing Department, 1400 Sabine Street, Natchitoches, LA 71457.
3. Any submitted article deviating from the specifications **must** be identified and have full descriptive data accompanying same, failure to provide the appropriate information **shall** be just cause for rejection of the bid. Deviations **must** be submitted on separate sheet or sheets.
4. All work and supplies are to be quoted FOB Natchitoches and delivered to the City Purchasing Warehouse, 1400 Sabine Street, Natchitoches, LA 71457
5. The City of Natchitoches reserves the right to reject any and all bids, requires submitted bids remain in force for a period of sixty (60) days after opening or until award is made, which ever comes first.
6. Prices quoted shall include all transportation and delivery costs.
7. The Purchasing Department assumes responsibility for the correctness and clarity of the bid, and all information and/or questions pertaining to this bid shall be directed to the Director of Purchasing.
8. The conditions and terms of this bid will be considered when evaluating for award.
9. The City of Natchitoches is exempt from all state taxes.
10. Prices shall include vehicle safety inspection, **if applies**, application for title and public plates and delivered to the City Warehouse, 1400 Sabine Street, Natchitoches, LA 71457.

11. The attached bid specifications describe the minimum requirements. Equipment of similar type, character, quality and purpose conforming to the detailed requirements listed in the specification sheet will be considered equivalent. Bidders are cautioned to read the specifications carefully, as they may include special requirements not commonly offered by the manufacturer.

12. The Christmas lighting supplies bid must match the existing supplies on hand for the City of Natchitoches.

13. Please note that samples as indicated on the item detail sheet **MUST** be submitted along with your bid per the attached specification sheet.

BID PROPOSAL

PLEASE MARK YOUR SEALED BID ENVELOPE: BID NO. 0538

DESCRIPTION

QUANTITY

**Christmas Lighting Supplies Per attached specifications**

ALL ITEMS LISTED IN THIS BID WILL BE DELIVERED TO:  
CITY OF NATCHITOCHEs, 1400 Sabine Street, NATCHITOCHEs, LA 71457  
BIDDER MUST COMPLETE THE FOLLOWING

PRICES HELD FIRM FOR A PERIOD OF: \_\_\_\_\_ CALENDER DAYS  
BID ACCEPTANCE PERIOD OF: \_\_\_\_\_ CALENDER DAYS

DELIVERY WILL BE COMPLETED WITHIN: \_\_\_\_\_ CALENDER DAYS AFTER  
RECEIPT OF CONTRACT, ORDER OR OTHER FORM AS NOTICE OF AWARD.

Total Cost of Christmas Lighting Supplies per the **GRAND TOTAL** listed on the  
specification sheet \$ \_\_\_\_\_

THE UNDERSIGNED BIDDER DECLARES THAT HE HAS SPECIFIC AND LEGAL AUTHORIZATION TO OBLIGATE HIMSELF AND /OR HIS FIRM TO THE TERMS OF THIS BID AND FURTHER THAT HE HAS EXAMINED THE INVITATION TO BID, THE INSTRUCTIONS TO BIDDERS AND THE SPECIFICATIONS AND HEREBY PROMISES AND AGREES THAT IF THIS BID IS ACCEPTED HE WILL FAITHFULLY FULFILL THE TERMS OF THIS BID TOGETHER WITH ALL GUARANTEES AND WARRENTIES RELATING THERETO. ANY AND ALL EXCEPTIONS HAVE BEEN NOTED WITHIN.

_____	_____
BIDDER	MAILING ADDRESS
_____	_____
SIGNATURE	CITY STATE/ZIP
_____	_____
TYPE/PRINT NAME	DATE
_____	_____
TELEPHONE	TITLE

The following Resolution was introduced by Mr. Stamey and Seconded by Ms. Morrow as follows, to -wit:

**RESOLUTION NO. 024 of 2013**

**A RESOLUTION GIVING PRELIMINARY APPROVAL TO THE ISSUANCE OF NOT TO EXCEED ONE MILLION EIGHT HUNDRED THOUSAND DOLLARS (\$1,800,000) OF UTILITIES REVENUE REFUNDING BONDS OF THE CITY OF NATCHITOCHES, STATE OF LOUISIANA; PROVIDING CERTAIN TERMS OF SAID BONDS; MAKING APPLICATION TO THE STATE BOND COMMISSION FOR APPROVAL OF SAID BONDS; AND PROVIDING FOR OTHER MATTERS IN CONNECTION THEREWITH.**

**WHEREAS**, pursuant to the provisions of Chapter 14-A, Title 39 of the Louisiana Revised Statutes of 1950, as amended, and other constitutional and statutory authority, the City of Natchitoches, State of Louisiana, has heretofore issued (i) \$1,500,000 of Utilities Revenue Bonds, Series 1999, of which \$675,000 is currently outstanding (the "Series 1999 Bonds") and (ii) \$2,000,000 of Utilities Revenue Bonds, Series 2003A, of which \$1,235,000 is currently outstanding (the "Series 2003A Bonds"); and

**WHEREAS**, in order to provide debt service reductions, this Governing Authority desires to refund the (i) Series 1999 Bonds, consisting of the callable maturities of the Series 1999 Bonds which mature December 1, 2013 to December 1 2019, inclusive and (ii) Series 2003A Bonds, consisting of the callable maturities of the Series 2003A Bonds which mature December 1, 2013 to December 1, 2022, inclusive (collectively, the "Refunded Bonds") pursuant to Chapter 14-A of Title 39 of the Louisiana Revised Statutes of 1950, as amended (the "Act"), through the issuance of refunding bonds of the Issuer; and

**WHEREAS**, pursuant to the Act, and subject to the approval of the State Bond Commission, the Issuer desires to accomplish the refunding of the Refunded Bonds through the issuance of not exceeding One Million Eight Hundred Thousand Dollars (\$1,800,000) of Utilities Revenue Refunding Bonds of the Issuer (the "Refunding Bonds"), to be payable solely from the income and revenues derived or to be derived from the operation of the Issuer's combined waterworks plant and system, electric power and light plant and system, and sewer utility system as a combined revenue producing public utility (collectively, the "System"), after provision has been made for payment therefrom of the reasonable and necessary expenses of administering, operating and maintaining the System; and

**WHEREAS**, the Issuer desires to make formal application to the State Bond Commission for approval of the Refunding Bonds described above, and to employ special bond counsel in connection therewith;

**NOW, THEREFORE, BE IT RESOLVED** by the City Council of the City of Natchitoches, State of Louisiana (the "Governing Authority"), acting as the



governing authority of the City of Natchitoches, State of Louisiana (the "Issuer" or "City"), that:

SECTION 1. Preliminary Approval of Refunding Bonds. Preliminary approval is given to the issuance of not exceeding \$1,800,000 aggregate principal amount of Utilities Revenue Refunding Bonds of the City of Natchitoches, State of Louisiana, to be issued for the purpose of refunding the callable maturities of the Issuer's outstanding (i) Utilities Revenue Bonds, Series 1999 and (ii) Utilities Revenue Bonds, Series 2003A. The Refunding Bonds will be payable solely from the income and revenues derived or to be derived from the operation of the Issuer's System, after provision has been made for payment therefrom of the reasonable and necessary expenses of administering, operating and maintaining the System. The Refunding Bonds shall bear interest at a rate or rates not to exceed five percent (5%) per annum, to be determined by subsequent resolution of this Governing Authority at the time of the sale of the Refunding Bonds, and to mature on or before December 1, 2022. The Refunding Bonds shall be issued in fully registered form, shall be sold to the purchasers thereof at a price of not less than 97% of the par value thereof, plus accrued interest, and shall have such additional terms and provisions as may be determined by this Governing Authority at the time of sale thereof.

SECTION 2. Employment of Bond Counsel. This Governing Authority finds and determines that a real necessity exists for the employment of special bond counsel in connection with the issuance of the Bonds, and accordingly the law firm of Foley & Judell, L.L.P., of New Orleans, Louisiana, is hereby employed to do and perform work of a traditional legal nature as bond counsel with respect to the issuance and sale of said Refunding Bonds. Said Bond Counsel shall prepare and submit to this Governing Authority for adoption all of the proceedings incidental to the authorization, issuance, sale and delivery of such Refunding Bonds, shall counsel and advise this Governing Authority as to the issuance thereof and shall furnish their opinions covering the legality of the issuance of the Refunding Bonds. The fee of Bond Counsel for each series of said Bonds shall be fixed at a sum not exceeding the fee allowed by the Attorney General's fee guidelines for such bond counsel work in connection with the issuance of

each such series of revenue obligations and based on the amount of said Bonds actually issued, sold, delivered and paid for, plus "out-of-pocket" expenses, said fees to be contingent upon the issuance, sale and delivery of said Bonds. A certified copy of this resolution shall be submitted to the Attorney General of the State of Louisiana for his written approval of said employment and of the fees herein designated.

SECTION 3. Employment of Financial Advisor. Government Consultants of Louisiana, Inc., has served and will serve as financial advisor to the Issuer. The financial advisor is not a public accounting firm and has not been engaged by the Issuer to compile, review, examine or audit any information which has or may be provided to potential purchasers of the Bonds in accordance with accounting standards. The Financial Advisor is an independent advisory firm and will not participate in the underwriting of the Bonds.

SECTION 4. State Bond Commission. Application is hereby made to the State Bond Commission, Baton Rouge, Louisiana, for approval of the issuance and sale of the Refunding Bonds, subject to the terms, conditions and restrictions described above, and for consent and authority to proceed with the issuance and sale of the Refunding Bonds as provided above. Bond Counsel is directed to make application to the State Bond Commission in accordance with the foregoing on behalf of this Governing Authority. By virtue of applicant/issuer's application for acceptance and utilization of the benefits of the Louisiana State Bond Commission's approval resolved and set forth herein, it resolves that it understands and agrees that such approval is expressly conditioned upon, and it further resolves that it understands, agrees and binds itself, its successors and assigns to, full and continuing compliance with the "State Bond Commission Policy on Approval of Proposed Use of Swaps, or other forms of Derivative Products Hedges, Etc.", adopted by the Commission on July 20, 2006, as to the borrowing and other matter subject to the approval, including subsequent application and approval under said Policy of the implementation or use of any swap or other product or enhancement covered thereby.

This resolution having been submitted to a vote, the vote thereon was as follows:

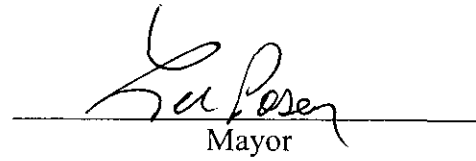
**YEAS: Payne, Nielsen, Mims, Stamey, Morrow**

**NAYS: None**

**ABSENT: None**

And the resolution was declared adopted on this, the 13<sup>th</sup> day of May, 2013.

  
Clerk

  
Mayor

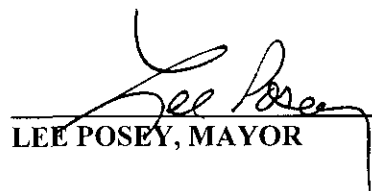
Mr. Jerry Osborne with the law firm Foley and Judell came forward. This firm is composed of municipal bond attorneys who represent local governments and their finance. He stated we have been discussing the City's outstanding bonds with the Finance Department and we have come across the fact some of the bond issues that you have issued in the past were at a low interest rate at the time and at a higher rate now than the market. We are hopeful that if you begin the process tonight we will be able to contact various banks that have shown interest in this type of obligation and find a bank that would be willing to give you an interest rate low enough to reach a savings on two of your outstanding bond issues. If we could sell the new bonds at 2.5% or less that will be a savings of \$29,780 a year over the life of the issue and that will amount to \$135,000 less than the City would pay. How it works is once you apply to the bond commission we will then ask local banks if they would like to participate in this financing.

The Mayor stated we have seen some of the other government entities around the state talking about larger savings in this. The good thing is the City does not have a lot of money involved. He then stated, your local banks can now help with this, where as 10 years ago they had no interest in it.

The Mayor announced that the offices of the City of Natchitoches would be closed on Monday, May 27, 2013 for the Memorial Day Holiday. Due to the holiday the City Council Meeting has been rescheduled for that Tuesday, May 28, 2013.

The Mayor mentioned a great weekend was had for the Northwestern State Softball team at the tournament they were hosting. We have now had three teams that have won their conference and gotten on the NCAA bracket. The Lady Demon Softball team will play in Baton Rouge this Friday at 3:00 p.m. against ULL and we wish them the best of luck.

With no further discussion, the Mayor made a motion for adjournment and all were in favor. The meeting was adjourned at 7:34 p.m.

  
LEE POSEY, MAYOR

  
DON MIMS, MAYOR PRO TEMPORE